

- Cabling and Conduits
- Lifts
- Escalators (including travelators)
- Bins/hooped bags

### *Lifts and Escalators*

The routeway section may require you to assess a lift and/or escalator.

**If there is more than one routeway to the ticket hall from the platform which includes either lifts or escalators then this should always be assessed rather than a routeway that does not. Where there are both a lift and escalators present assess both, even if you have to go out of your way to do so.**

Your itinerary will indicate if the station you are visiting has a lift; you only need to assess a lift where the itinerary states it is present at the station.

**Lift and escalator advertising is assessed across BOTH assets, therefore if assessing an escalator and a lift, your advertising score will need to consider the overall condition of advertising in the lift and on the escalator.**

### *Special note on Routeway litter*

**When assessing routeway litter, any litter on the escalator or in the lift should be considered when looking for the worst area. DO NOT exclude litter in lifts and on escalators when assessing routeway litter.**

Further information about assessing litter can be found in section 4.

### *Lifts*

Your itinerary will indicate if the station you are visiting has a lift; you only need to assess a lift where the itinerary states it is present at the station. However the lift may not be in the routeway that you are assessing. **Where a lift is present you should assess it, even if you have to go out of your way to do so.**

Lifts generally travel between platform level and ticket hall level. A small minority of stations only have lifts that go between ticket hall and street level.

**If there is more than one lift you only need to assess one.**

If there is a lift detailed on your itinerary answer YES to S2.4bi Is there a LIFT listed on your itinerary for this station?

You will then need to answer the following: S2.4bii Were you able to assess the LIFT?

If you answer NO here, you will need to answer 'S2.5e If you were unable to assess the lift which of the following applies?' and answer using one of the three options.

Lift not working | Lift present but inaccessible | Other (comment)

In total there are four questions specific to the lift:

- Condition of lift
- Cleanliness of lift

- Level of scratched Graffiti in the lift
- Level of non-scratched Graffiti in the lift

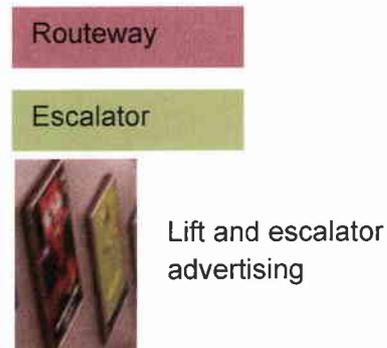
### *Escalators (and Travelators)*

Escalators need to be assessed separately from the other areas of the routeway.

**Escalators (and travelators), for the purpose of the assessment are the metal escalator structure and the flat area to the sides of the hand rail only.**

**Walls and ceilings should be assessed as part of the routeway as shown in the following diagram. These areas should be considered as ROUTEWAY. Advertising adjacent to the escalator should be assessed as 'lift and escalator advertising'.**

Where there is a single escalator, you should assess advertising on both sides of the escalator. Where there are two escalators, you should assess the advertising closest to you. Where there are three escalators, please avoid using the middle one but, if only the middle one is working, use this and choose either left or right side and assess the advertising on that side.



There are five questions specific to the

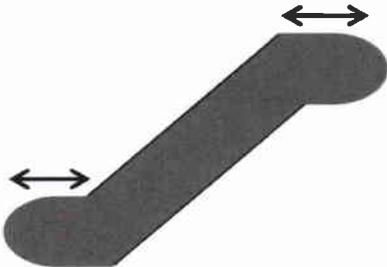
escalator structure:

- Condition of escalator
- Cleanliness of escalator
- Level of scratched Graffiti in the escalator
- Level of non-scratched Graffiti in the escalator

There is one litter measure specific to the escalator:

- Was there any litter present at the top or bottom of the escalator?

**Check for litter on the flat areas at the top and bottom of the escalator structure. Where litter is present in either of these areas, answer YES to this question.**



### *Cross-Platform Interchanges*

At some stations there are double-sided platforms, i.e. platforms with tracks running on either side. Such platforms can serve either:

- different directions of trains, or
- different lines heading in the same direction

When you are interchanging on platforms such as these (i.e. moving directly from one platform to another), note that there is no routeway to assess.

### **Ticket Hall**

The diagram at the beginning of this section shows the boundary of the ticket hall in relation to the other station areas.

In this section you will assess the main ticket hall area, toilets (if present), the subway (if present), the ticket hall exterior and Nationwide/HSBC cash machines (ATMs) (if present).

There are a number of stations that have more than one ticket hall; you need to ensure that you have checked your itinerary for the ticket hall description. Assessments where the incorrect ticket hall has been assessed will be rejected.

A list of stations with more than one ticket hall and the ticket hall names/descriptions can be found in the appendices.

**You need walk the entire ticket hall area, including all exit and entrance areas and both paid and unpaid sides of the gateline, to ensure that you fully and accurately assess all measures.**

In the ticket hall area you will assess the following.

- Crowding
- Floors
- Walls and ceilings
- Litter
- Graffiti

- Advertising
- Mirrors
- Leaflet Rack
- Cabling and Conduits
- Ticket Office Window
- ATMs
- Toilets
- Bins/hooped bags

In addition there are questions relating to the subway and ticket hall exterior, each of these areas has a separate list of questions.

*Special note on Metro stands and telephones*

**Include when assessing the ticket hall.**

**Leaflet Rack**

Locate and assess the leaflet rack and assess its condition. If there is more than one rack, rate the worst one.

**Leaflet rack posters should not be included in your assessments of the leaflet rack.**



*Note on “portacabin” ticket offices*

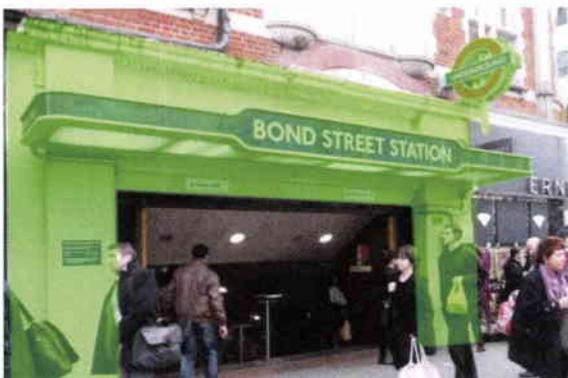
Usually applies during station refurbishments. If the Ticket Office is a portacabin please rate as usual but state in the questionnaire that Ticket Office was a portacabin.

**Ticket Hall Exterior**

After exiting the Ticket Hall you will first collect your GPS co-ordinates. You will then need to assess the exterior of the Ticket Hall.

It may be difficult to judge where the LUL property ends; the judgement should mainly be based on the section of the exterior about and to each side of the Station Entrance.

Example images; those areas in green should be assessed as ticket hall exterior.





There are three questions covering the exterior of the Ticket Hall:

- S3.5a Condition of Ticket Hall exterior
- S3.5b Level of external scratched Graffiti (outside the Ticket Hall)
- S3.5c Level of external non-scratched Graffiti (outside the Ticket Hall)

There are also questions relating to bins/recycling bins located outside the ticket hall. Further information regarding bins, recycling bins and hooped bags can be found in section 4.

## Subway

**The subway is a walkway or stairway leading from the Ticket Hall to the street outside the station – see the grey area indicated on the station diagram at the start of this section. This could include a walkway without stairs, a walkway with stairs or even stairs that lead straight from the Ticket Hall to the street.**

The instructions on your itinerary will state whether there is a subway at the station you are assessing. If the itinerary states that there is a subway to assess you must assess the walkway leading to the street from the Ticket Hall as defined above.

In the subway you will assess the following:

- Floors
- Walls and ceilings
- Litter
- Graffiti
- Mirrors
- Cabling and Conduits
- Advertising
- Bins/hooped bags

**You must walk the full length of the subway you are assessing.**

## Cash Machines (ATMs)

Your itinerary will indicate if the station has cash machines (ATMs) and where they are.

**Only Nationwide and/or HSBC cash machines are assessed (if there are both types present then assess both); there are individual sets of questions for different types. However, please see the Special Note at the end of this section about Raphaels Bank ATMs**

You are only required to assess cash machines that are present in the ticket hall you are visiting or on your route as you make your way through the station (some cash machines may be in a routeway). You are not required to actively leave your route through the station to find cash machines. However, on occasion, GfK may request that you assess ATMs that are not specifically on your route through the station; this is to ensure that we supply an acceptable number of cash machine assessments at all stations.

- If there is both an HSBC and a Nationwide cash machine at the station, you rate both – refer to the questionnaire.
- For all cash machine questions rate the worst one seen of the brand concerned. This will rarely apply – only if there is more than one HSBC machine or more than one Nationwide machine respectively.
- The fascia light may be a single vertical panel at the top of the machine; there may also be a curved panel facing down onto the screen and keypad. Panels should be lit the whole way across and from top to bottom to be scored as fully lit.

If there are ATMs detailed on your itinerary answer YES to S3.5d Are ATMs listed on your itinerary for this station?

You will then need to answer the following  
S3.5ci Were you able to assess the ATMs?

If you answer NO here, you will need to answer SM1.3c If you were unable to assess the ATMs which of the following applies? Answer from the three options

There are three questions for each type of cash machine:

- Cleanliness
- Condition
- Fascia Lights

### Special Note on Raphaels Bank ATMs

During the early part of 2014, HSBC and Nationwide bank ATMs are being replaced on a rolling programme. ATMs questions have been added to the questionnaire. GfK has no location information for these ATMs but they should be assessed if seen.

### Public Toilets

Your itinerary will tell you if the station has toilets and where they are located. Please be aware that toilets can often be located on platforms, so please ensure you check your itinerary.

**You must assess toilets if present. Please assess the toilets, even if you have to go out of your way to do so, pay a small fee to do so, or if you need to ask staff for access.**

You have been provided with a 'radar key', which will allow access to a limited number of locked, disabled access toilets.

- Nearly all stations with toilets have facilities for both genders, however if it is a single-gender facility, you are only expected to assess it if you are the right sex. Unisex facilities are available to everyone.
- Assess toilets of your own gender, or unisex facilities, if present. If only disabled facilities are available then you should assess those. If toilets are locked, use your radar key or contact a member of staff to unlock the toilets.

If there are toilets detailed on your itinerary answer YES to S3.13i Are there PUBLIC TOILETS listed on your itinerary for this station?

You will then need to answer the following S3.13ii Were you able to assess the PUBLIC TOILETS?

If you answer NO here, you will need to answer S4.2b If you were unable to assess the public toilets which of the following applies? Answer from the three options.

Toilets Closed | Toilets not accessible | Other (comment)

You will assess the following in public toilets

- Condition
- Cleanliness
- Graffiti
- Presence of toilet rolls, hand dryers, soap, mirrors

## 3.3. Assets and Features in multiple station areas

There are a number of assets / features that are assessed in multiple station areas, with questions about each asset/feature in each section.

### Mirrors

Mirrors are assessed on the platform, in the routeway, ticket hall and subway. If there is more than one mirror in each area, assess the worst one in that area.

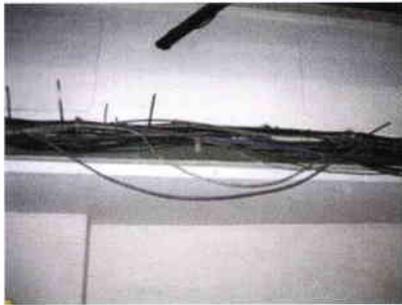


**Driver Mirrors – driver mirrors on platforms should be excluded, do not assess driver mirrors. Typically, driver mirrors are found at the end of the platform. However, there are occasionally driver mirrors along the platform length (King’s Cross St Pancras for example), these should also be ignored.**

### Cabling and Conduits

In all station areas; platform, routeway, ticket hall and subway you will need to assess the condition of Cabling and Conduits.

**Look for loose cabling due to missing ceiling panels or cabling which runs along walls. Do not include conduits, even though these are mentioned in the question text.**



Cabling and Conduits is an Overall View measure, you will need to walk the entire area before reading the score descriptors to choose the most appropriate score.

**If no cabling is visible in the area that you are assessing ensure that you score - 10.**

**Do not include cabling running directly to train indicator boards or CCTV cameras:**



**Do not include cabling on the track or trackside**



### Bins/Hooped Bags

There are four questions covering litter bins/hooped bags in the different areas of the station:

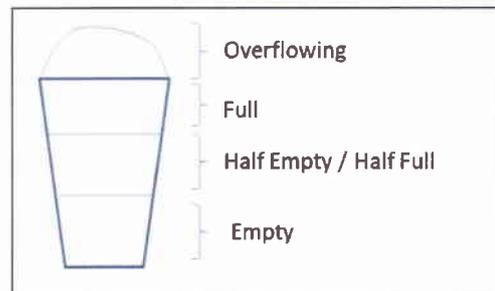
- Are there any litter bins/hooped bags present? (hoops without bags are counted)
- If Yes, how many?
- Rate the fullness (if more than one rate the worst)
- Were any hoops without bags present?

Count the number of bins/hooped bags in the area you are assessing.



**You need to identify the worst case (the fullest bin). Rate the fullness of bins on the following scale:**

**If the only bins are of a solid structure and it is not possible to assess the fullness, indicate this by using the relevant option in the scale**



When assessing the ticket hall exterior you will also look

- Are there any recycling bins outside this station?



for:

**Bags that are seen hanging over the gateline or tied to railings for passengers to use should not be considered as bins or hooped bags and should therefore not be included in the count of bins/hooped bags. They should also NOT be counted as litter. I.e. they should be ignored.**

## 4. Questionnaire Measures

This section provides guidance on the main MSS question types. General guidance on technique and the main inclusions/exclusions is given.

**Please note that the questionnaire provides detailed information about each question, you should always read the questionnaire wording and score descriptors in full.**

### 4.1. Cleanliness

There are both Overall View and Worst Case cleanliness questions in the questionnaire; the question wording will indicate which technique should be used. Colour coding of the questionnaire header wording within the PDA questionnaire will also indicate which technique to use (see section 2).

Typically, cleanliness questions assess the impact on cleanliness of the following example sources:

- Dirt
- Dust
- Staining
- Marks
- Chewing gum/chewing gum residue
- Body fluids
- Spillages
- Bird droppings

**Do not include condition, graffiti or litter in your assessment, or allow anything other than cleanliness to influence your cleanliness score. E.g. an area or asset can be in poor condition but can be clean.**

Each cleanliness question will indicate exactly what to include or exclude when assessing cleanliness. It is therefore essential that you carefully read the question text.

**The score descriptors for all cleanliness questions are very similar, however some do differ (cleanliness of windows is an example of this). Do not assume all score descriptors are the same; ensure that you read them carefully at every question.**

### 4.2. Condition

There are both Overall View and Worst Case condition questions in the questionnaire; the question wording will indicate which technique should be used. Colour coding of the questionnaire header wording within the PDA questionnaire will also indicate which technique to use (see section 2).

**Condition of Advertising is assessed separately, for guidance on condition of advertising see section 4.4**

Typically condition relates to:

- Wear
- Damage
- Scratches
- Scuffs

- Dents
- Cracks
- Chips
- Paintwork damage

However, the text for each individual condition question differs depending on the asset or area being assessed. It is therefore essential that the question text and descriptors are read in detail.

**Do not include cleanliness in your assessment of condition. An area or asset may be in poor condition but may be clean.**

**Do not include Graffiti, unless specifically indicated in the question text or descriptors.**

*Special note: Limescale*

Limescale build up should be included when assessing condition, not cleanliness.

*Cleanliness and Condition – Key Points*



- Cleanliness and Condition can be Overall or Worst Case  
– read the question text and descriptors
- The question text and descriptors are NOT always the same  
– read the question text and descriptors
- Key information about what to include or exclude (e.g. Graffiti) is contained in the question text  
– read the question text and descriptors
- Condition of Advertising remains as a “combined” Cleanliness and Condition measure  
– read the question text and descriptors

**READ THE QUESTION TEXT AND DESCRIPTORS EVERY TIME!**

**4.3. Graffiti**

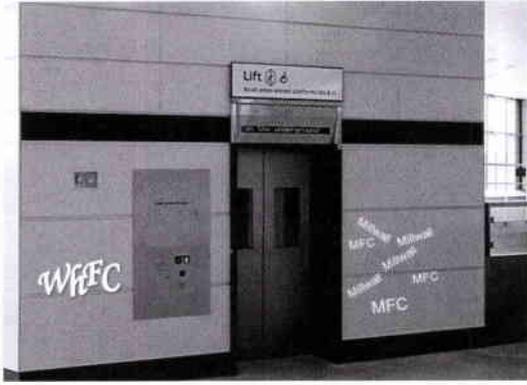
All Graffiti questions use the Worst Area technique for measuring; the scale and score descriptors are all identical, making the assessment of Graffiti consistent across all areas.

You will need to correctly identify the two different types of Graffiti – scratched and non-scratched – ignoring builders/engineering marks and scratches caused by general wear and tear. There are separate questions for each type.

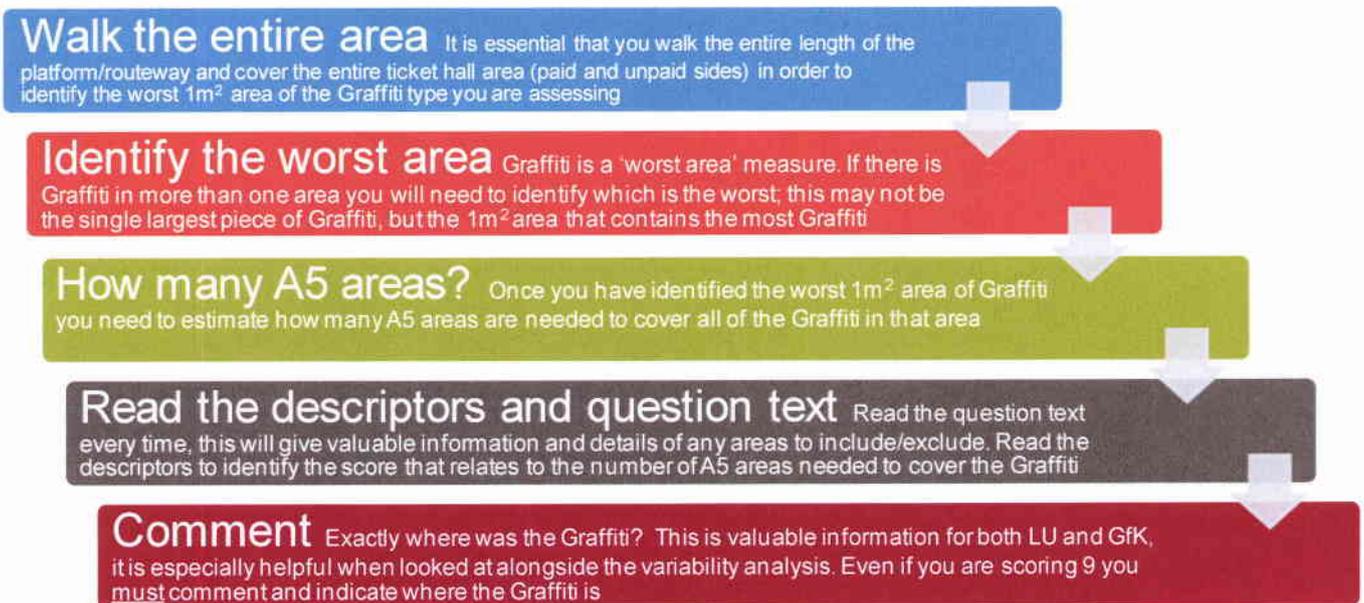
You will need to identify the worst 1m<sup>2</sup> of each Graffiti type within the area you are assessing and estimate how many A5 areas (the size of this assessor manual) are needed to cover all of the Graffiti in that area.

**The worst area may not be the single largest piece of Graffiti, but instead the 1m<sup>2</sup> area containing the most Graffiti.**

For example: In the image below the area on the left is the largest single piece of Graffiti, but the 1m<sup>2</sup> area of smaller bits of Graffiti on the right requires more A5 areas to completely cover.



The following diagram shows the basic process for assessing Graffiti:



### Scatched Graffiti

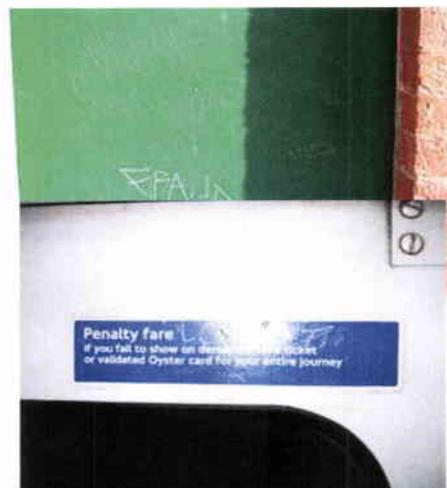
Graffiti that has been scratched into a surface is called scratched Graffiti; it is assessed separately from all other types of Graffiti.

Scatched Graffiti on glass and non-glass surfaces are assessed separately in the train section, so ensure that you carefully read the question text.

Include instances where scratched Graffiti has been painted over but is still visible.

**When assessing scratched Graffiti do not include any other types of Graffiti (e.g. paint or stickers) as this is assessed separately.**

Examples of scratched Graffiti:



**When there is no scratched Graffiti present in the relevant area then ensure you score 10**

### **Other (non-scratched) Graffiti**

Other (non-scratched) Graffiti relates to all painted, written or sprayed Graffiti, or stickers.

**Do not include scratched Graffiti or Graffiti on advertising in your assessment of other (non-scratched) Graffiti.**

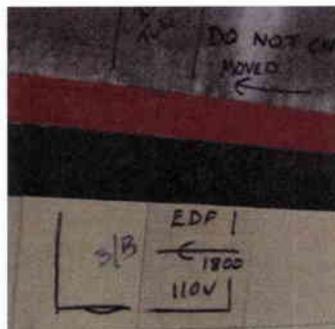
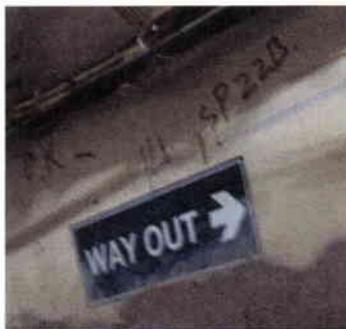
Examples of other (non-scratched) Graffiti:



**Engineering/Builder's Marks**

**Do not include builders' marks, engineering marks in your assessment of Graffiti.**

The following images show some examples of engineering marks:



### **Special Notes on Graffiti**

#### **Special note: Graffiti on Train Seating**

**Graffiti on train seating is scored as part of question T1.5 Internal level of other (non-scratched) Graffiti, provided it is within the worst square metre area of Graffiti. It should not be counted as part of Condition or Cleanliness.**

*Special note: Graffiti on Advertising*

**Graffiti on Advertising (Posters, Frames & Equipment, Illuminated sites, Electronic sites) is NOT included when assessing scratched or non-Scratched Graffiti; it is assessed separately as part of the Condition of Advertising measures.**

Graffiti on LU posters is to be included in your assessment of scratched and non-scratched Graffiti.

*Special note: Graffiti on Ticket Machines*

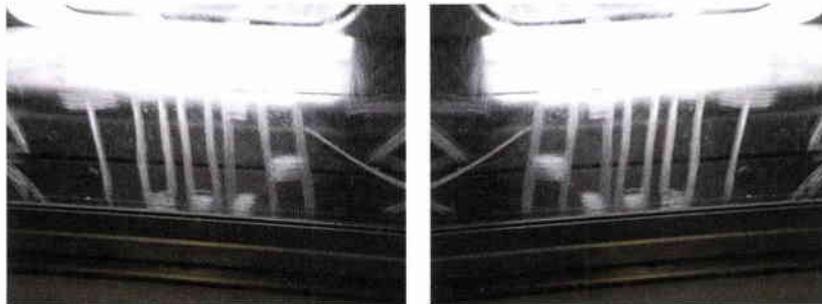
**Graffiti on Ticket Machines should not be included when assessing Ticket Hall Graffiti.**

*Special note: Graffiti on glass that is visible from both sides*

Every effort should be made to establish if Graffiti is on the interior, exterior or on both sides of the glass surface.

There are a number of ways to do this, for example; getting as close as possible to the glass or viewing the glass from an alternative angle.

Written Graffiti is in the form of written words it should be possible to establish its location as words will appear backwards if viewed from the incorrect side.



**If it is still not possible to identify which side the Graffiti is located, mark it as either being on the interior OR the exterior, but make a comment to indicate it is visible from both sides of the glass. Do not double mark the Graffiti.**

*Special note: Ticket Hall exterior*

When assessing ticket hall exterior Graffiti base your assessments only on the exterior of the Ticket Hall – ignore any Graffiti inside, as Graffiti inside the Ticket Hall is assessed separately.

*Special note: "Graffiti" in dirt/condensation*

**'Graffiti' that is written in dirt or in window condensation should NOT be considered as Graffiti and should be ignored.**

This should be considered as a cleanliness issue, a comment should be left at the appropriate cleanliness question.

#### **4.4. Advertising**

Advertising is measured and assessed in a slightly different way to other areas/assets. Assessment of advertising is done using the Overall View technique, but cleanliness, condition and Graffiti are all considered when assessing the condition of advertising. As a result it is extremely important that advertising is excluded from your assessment of all other measures and assessed separately.

Advertising consists of the following:

- Posters
- Frames and equipment
- Electronic Display Screens
- Illuminated sites
- Cross Track Projectors

It is essential that you correctly identify each advertising element, as there are specific questions relating to each.

### Posters

Posters can be within frames, wet posted or within illuminated sites.

Examples of advertising posters:

If all posters are removed or blacked out, or where a label is clearly displayed to the effect of "site maintenance in progress" you should mark N/A. If frames are empty but have remnants of ripped posters then code according to the scale.



**Do not include London Underground/TfL posters. These can be identified by looking for the London Underground or TfL logos.**

**When assessing posters you need to consider all of the following:**

- Cleanliness (dust, dirt, staining)
- Condition
- Flatness
- Squarely positioned
- Bubbling
- Tears
- Loose edges
- Graffiti

You need to assess the overall impression of all advertising posters in the area you are assessing.

### Frames and Equipment

Rate the frames and equipment used to house advertising.

**Include regular poster frames, illuminated poster frames and electronic display screens. If there are only wet posted posters this question should be marked as N/A**

You need to assess the overall impression of all advertising frames and equipment in the area you are assessing.

**Do not include frames for London Underground/TfL posters.**

Where a label is clearly displayed to the effect of “site maintenance in progress you should mark N/A.

**When assessing Frames and Equipment you need to consider all of the following:**

- Cleanliness
- Condition (damage, scratches, cracks and dents)

### *Special Note: Frames without Posters*

Frames without posters should still be assessed where they are clearly identifiable as CBS frames.

Frames without the CBS logo, or not clearly identifiable as CBS frames should be ignored.

### **Illuminated Sites**

These poster sites have frames that illuminate the poster within. The posters within these illuminated sites should be considered in the assessment of posters.

Examples of illuminated sites:



You need to assess if the illuminated sites are working correctly and are all illuminated.

**It is essential that regular poster sites are not confused for non-working illuminated sites.**

Illuminated sites can be identified by:

- The presence of wiring or a transformer box connected to the frame
- The frames are slightly thicker (sit slightly further from the wall) than regular poster frames.

### **Electronic Display Screens**

Examples of electronic display screens:



You will need to assess if the electronic display screens are working properly and if any

were flickering on and off, the images were distorted or unclear or if they were not working at all.

**Ensure that you carefully read the question descriptors in order to choose the appropriate response.**

### *Cross Track Projectors*

Cross track projectors project a moving image onto the trackside. You will need to assess if the trackside projector is working correctly; if any were flickering on and off, the images were distorted or unclear or if they were not working at all.

If there are no cross track projectors mark N/A.

Examples of cross track projectors:



### *Special Notes on Advertising*

#### *Special note: Trackside advertising*

**Trackside Advertising may be present where there is no trackside wall.**

Any advertising directly opposite the platform (on the other side of the track) should be assessed as Trackside Advertising. The PDA routing will allow you to answer Trackside Advertising even if you are not assessing a Trackside Wall.



For guidance on the definition of the trackside, see section 3.2.

Example of trackside advertising where there is no trackside wall:

### *Special note: Graffiti on advertising*

Graffiti on advertising assets should be marked as follows:

- Any Graffiti applied directly to POSTERS should be assessed as part of the “Condition of Advertising – POSTERS” questions
- Due to the question for “Condition of Advertising – FRAMES/EQUIPMENT” making no reference to Graffiti, any Graffiti on advertising frames/equipment, electronic screens and illuminated site CANNOT not be marked.
- Graffiti applied to the glass front of poster frames should be categorised as Graffiti on Frames/Equipment and will therefore not be marked

Further guidance on marking Graffiti can be found in section 4.3.

### *Special note: Advertising in lifts & on escalators*

If you answer either lifts or escalators you will be directed to advertising questions relating to “advertising in lifts & on escalators”, the same principles that apply to all other advertising questions apply to these.

However:

**Lift and escalator advertising is assessed across BOTH assets, therefore if assessing an escalator and a lift, your advertising score will need to consider the overall condition of advertising in the lift and on the escalator.**



### *Special note: Extended Advertising*

There may be areas in the station where advertising extends outside of the frame and poster area. In this instance please follow these guidelines:



- **ASSESS:** Posters, Frames and Equipment, Illuminated Sites and Electric Display Areas (as outlined above)
- **DO NOT ASSESS:** The area covered by the advertising in question which extends onto the wall and/or ceiling surrounding the sections components detailed above.

*Special note: Advertising on Automatic Gates*

**When assessing advertising, please DO NOT include any advertising you see on the automatic gates:**



#### 4.5. Litter

Litter is assessed using the worst area technique; there are two key elements to scoring litter:

- **Count only the number of items of litter of at least 5cm / 2 inches long or wide, which is the width of a Oyster card, in the WORST AREA. (ie an unsmoked cigarette would count as litter but a cigarette butt would not.)**
- **The WORST AREA is the one square metre area (about the size of a Tube map poster) that contains the most litter in the area you are assessing.**

You need to count the number of items of litter within the worst one square meter area and use the score descriptors to select the most appropriate score.

**When there is no litter present in the relevant area then ensure you score 10 – “No litter whatsoever.” i.e. this should not be scored “NA”.**

The litter questions in the following areas all use the same technique and score descriptors:

- Train
- Track Litter
- Platform
- Routeway
- Waiting Area/Waiting Room
- Ticket Hall
- Subway

There is one additional question relating to whether litter was present at the top and/or bottom of the escalator. Please see section 3.2 for further details.

Full bags collected together by cleaners and awaiting removal do not count as litter.

*Special note on free newspapers/free newspaper stands*

**Do not count as litter if neatly stacked in stand. Include any other litter left in the stand, other than the newspapers themselves.**

*Special note on litter on track*

**Include litter lying on shared area between two tracks if applicable.**

*Special note: Routeway litter*

**When assessing routeway litter, any litter on the escalator or in the lift should be considered when looking for the worst area of the routeway. DO NOT exclude litter in lifts and on escalators when assessing routeway litter.**

*Special note: Crowded Trains*

If the train is very crowded, you should score this question on what you can see and comment accordingly.

## 4.6. Crowding

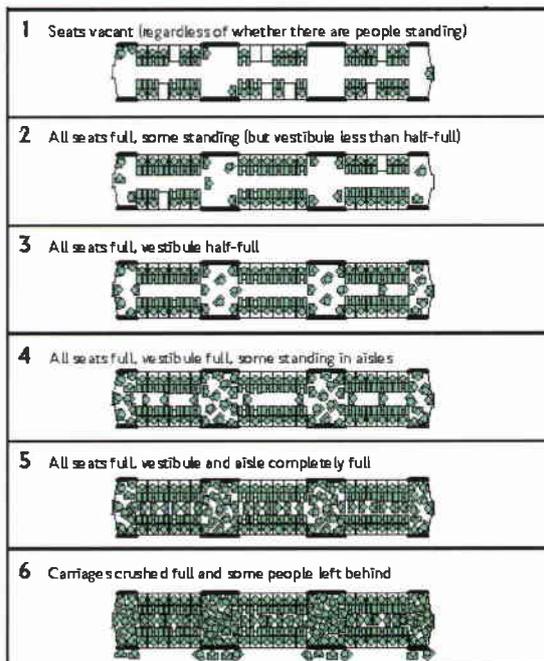
There are a total of three crowding questions:

- Level of Train Crowding
- Level of Platform Crowding
- Level of Ticket Hall Crowding

### *Train Crowding*

Level of train crowding should be assessed at the point of boarding the train.

**You should assess the carriage crowding based on the overall carriage capacity and use the visual scale shown below.** The visual scale is available on the PDA and can be viewed by tapping the "INFO" button at this question.



1. Seats free = Seats free regardless of whether there are people standing
2. Some customers standing = All seats full with a few people standing in the main standing areas near the doors (0-1 customers per m<sup>2</sup>)
3. Busy = All seats full and the main standing areas near the doors half full (1-2 customers per m<sup>2</sup>)
4. Crowded = All seats full, the main standing areas near the doors full and some standing in the aisles between the seats (2-3 customers per m<sup>2</sup>)
5. Very Crowded = All seats full, the main standing areas and aisles full (3-4 customers per m<sup>2</sup>)
6. Maximum = All seats full, carriage crushed full and some people left behind (4+ customers per m<sup>2</sup>)

### *Platform and Ticket Hall Crowding*

Platform crowding is assessed at the end of the section of platform questions.

**Wait for the initial surge of people getting off your train to settle/leave before you make your assessment.**

**You should use the scale to describe the number of people waiting along the entire length of the platform when the next train is pulling in.**

Ticket Hall crowding should be assessed using the nine point scale.

## **5. Appendices**

### **Appendix 1 - LUL Alcohol and Drugs Policy**

- Do not purchase, carry or drink alcohol while carrying out your assessment.
- Do not consume more than seven units of alcohol in the 24 hours before starting your assessment.
- Do not consume any units at all in the eight hours before starting your assessment.
- Illicit drugs should not be taken at any time.
- If you are taking medication prescribed by your doctor which could have an effect on your ability / judgement please inform GfK.

### **Appendix 2 – Key Contact Details**

[Contact details may change – these have been emailed separately, GfK will keep you updated with any changes]

## Appendix 3 – Location of Train Numbers by Stock Type

Bakerloo Line



Circle/Hammersmith &



City

Central Line



District Line



Jubilee Line



Metropolitan Line (old stock)



Metropolitan Line – new S-Stock



Northern Line



Piccadilly Line



Victoria Line



## Appendix 4 - Identification of Hammersmith & City / Circle Line Trains

It can be difficult to distinguish between the two lines when travelling between Liverpool Street and Hammersmith.

### Circle Line trains – display Circle Line



### Hammersmith & City trains – display Hammersmith via Paddington



## Appendix 5 – Quality Assurance

TSMs and Spot Checks are carried out as part of GfK's quality assurance procedure.

### *TSM*

The assessor is accompanied by an FQA on part of a route. The FQA and the assessor meet prior to the assessment and discuss the questionnaire as a whole and concentrate on any areas that have been noted on previous TSM reports, assessor variability analysis or any other sources of feedback. The assessor is given the opportunity to ask questions or seek clarification as required.

The accompaniment then commences, following the itinerary/instructions for the route concerned. The FQA observes the assessor as they complete each assessment, offering direction as required.

When the FQA is satisfied that they have reviewed all the aspects of performance required for this TSM (i.e. including any specific issues flagged by the FQM), the FQA summarises the TSM and highlights in particular any areas of concern that they have identified. The FQA completes a QA report; the assessor signs the QA report, which is then sent to the Field Quality Manager.

### *Spot Check*

Unannounced, covert spot-checks have been introduced onto the survey as a further field quality check. The spot-check involves an FQA identifying an assessor and observing them covertly whilst they conduct their assessment. The FQA will make themselves known to the assessor and discuss any issues they have observed and give the assessor the opportunity to ask questions of them.

A Spot-check form is completed by the FQA; the assessor signs the form, making any comments. The form is then sent to the Field Quality Manager.

## Appendix 6 – Ticket Hall References

There are several stations that have more than one ticket hall, your itinerary will indicate which of these ticket halls you need to assess.

The following table shows all stations that have more than one ticket hall assessed and the names for each of these.

It is important to remember that these names are those used by London Underground and may not relate to any signage in the stations, or be indicative of their actual location within the station. GfK will provide supplementary information regarding ticket hall locations wherever possible.

<b>Aldgate East</b>	High Street (north side) / Whitechapel Art Gallery Entrance/Exit [Sub-surface]	High Street / Leaman Street / Toynbee Hall Entrance/Exit [Sub-surface]	
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<b>Baker Street</b>	Bakerloo / Jubilee lines Ticket Hall (Marylebone Road / Baker Street Entrance/Exit - Main Ticket Hall) [Street Level]	Hammersmith & City / Metropolitan / Circle lines Ticket Hall (Marylebone Road Entrance/Exit) [Sub-surface]	
<b>Bank</b>	Central line Ticket Hall [Sub-surface]	Northern line Ticket Hall [Sub-surface]	
<b>Canary Wharf</b>	East End (Upper Bank St) Ticket Hall [Sub-surface]	West End (Main) Ticket Hall [Sub-surface]	
<b>Charing Cross</b>	Bakerloo line Ticket Hall [Sub-surface]	The Strand / BR station Entrance/Exit [Sub-surface]	
<b>Earl's Court</b>	Earl's Court Road Entrance/Exit [Street Level]	Warwick Road Entrance/Exit [Street Level]	
<b>Elephant &amp; Castle</b>	Bakerloo line ticket hall near Southbank University / London Road Entrance/Exit [Surface]	Northern Line ticket hall next to shopping centre [Surface]	
<b>Farringdon</b>	Cowcross Street Entrance/Exit	Turnmill Street Entrance /Exit	
<b>Hammersmith (District)</b>	Butterwick [small entrance/exit, nr Tesco]	District/Piccadilly [Main entrance/exit]	
<b>Harrow and Wealdstone</b>	Harrow Exit [Street Level]	Wealdstone Exit [Street Level]	
<b>King's Cross St Pancras</b>	"Tube" ticket hall (top of Victoria and Piccadilly Line escalators)	"Western" ticket hall (serving Met, C&H lines)	Northern ticket hall
<b>Knightsbridge</b>	Brompton Road Entrance/Exit [Sub-surface]	Sloane Street / Knightsbridge Entrance/Exit [Sub-surface]	
<b>Liverpool Street</b>	Central line Ticket Hall [Sub-surface]	Liverpool Street NR station	Old Broad Street Entrance/exit [Street Level]
<b>London Bridge</b>	Borough High Street entrance/exit [sub-surface]	Tooley Street entrance/exit (main ticket hall) [street level]	

<b>Moorgate</b>	Metropolitan and Circle line Ticket Hall (Moorfields) [Street Level]	Northern line Ticket Hall [Sub-surface]	
<b>Paddington - City</b>	"The Lawn" Ticket Hall (main office) [Sub-surface]	Bakerloo line Ticket Hall [Sub-surface]	Praed Street Entrance/Exit (District/Circle opposite Paddington Hilton) [Sub-surface]
<b>Seven Sisters</b>	High Road entrance/exit [Buses]	Main station/Seven Sisters Road entrance/exit [National Rail]	
<b>Southwark</b>	Located at the Waterloo (East) end of the station [Sub-surface]	Main Ticket Hall [Sub-surface]	
<b>South Woodford</b>	George Lane West Entrance/Exit (off Central Line East platform) [Surface]	Off Central Line West platform. [Surface]	
<b>St James's Park</b>	Park and Broadway Entrance/Exit [Street Level]	Victoria Street Entrance/Exit (very small - 1 ticket machine and a few posters) [Street Level]	
<b>Stratford</b>	Main ticket hall located at entrance to Station [Street Level]	Northern Ticket Hall (near Marks & Spencers / Westfield) [Street Level]	Mezzanine Ticket Hall (eastern end of the mezzanine) [Elevated]
<b>Tower Hill</b>	Entry ticket office [Surface]	Exit ticket office [Surface]	
<b>Victoria</b>	Victoria line (BR station Entrance/Exit) [Sub-surface]	Victoria St Entrance/Exit (District/Circle line) [Sub-surface]	
<b>Waterloo</b>	Bakerloo / Northern Line Main Ticket Hall	Jubilee Line Ticket Hall	Shell Centre Ticket Hall – (Next to Shell Centre and York Road Entrance/Exit) [Street Level]
<b>Willesden Junction</b>	Harrow Road Entrance/Exit [Street Level]	Old Oak Lane Entrance/Exit [Street Level]	

<b>Woodford</b>	Off Central East platform [Street Level]	Off Central Line West Platform. [Street Level]	
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## Appendix 7 – Oyster Requirements

### *Oyster History Requirements*

Your Oyster history must show the following:

**If completing a MAIN or TRAIN assessment we MUST be able to verify the station at which you boarded the train and started your train assessment (start station), as well as the station where you are completing your assessment (end station).**

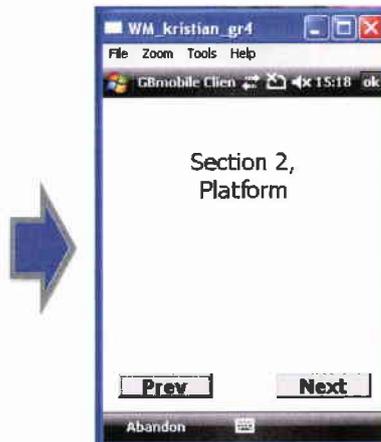
Therefore, you MUST tap out/in at the station at which you board your train.

**If completing an INTERCHANGE or TICKET HALL only assessment we need to verify the station at which you are carrying out your assessment, there is no start station requirement.**

## Appendix 8 – Survey Timers

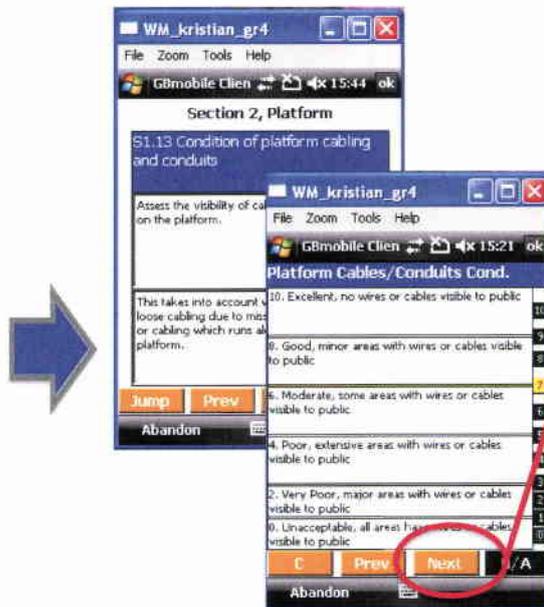
Section timers start and finish at specific points in the questionnaire

For the Platform section, the timer will START from the point that the section header screen appears.



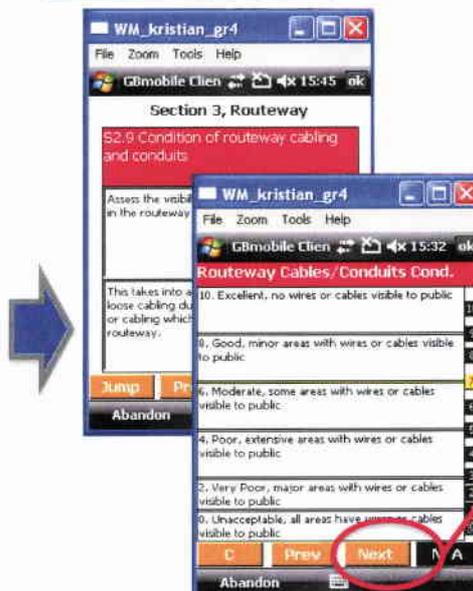
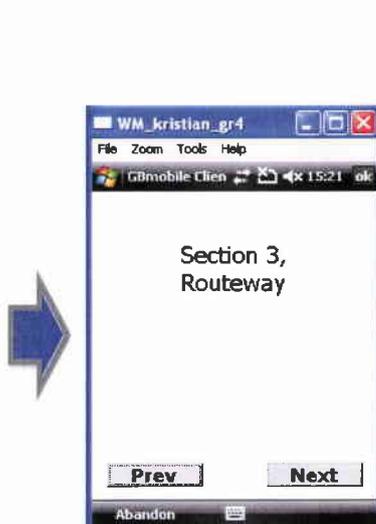
Ensure your PDA is on this screen before you begin to walk the platform, so that all the time you spend assessing the platform is counted in the Platform section

The Platform section timer will STOP when the last question in the Platform section is actually answered



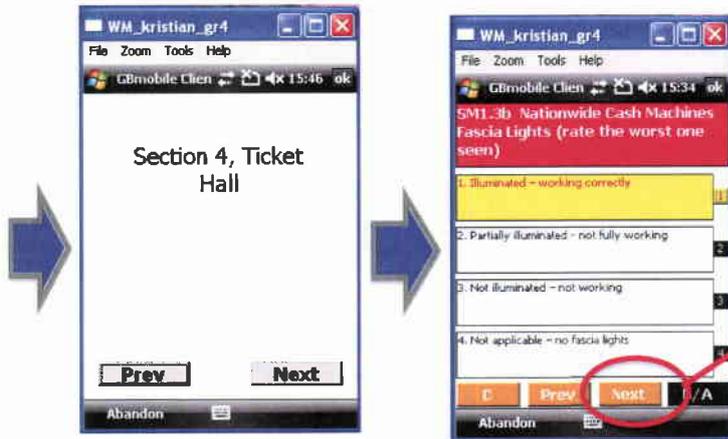
Clicking 'Next' after choosing your answer stops the timer.

The Routeway section timer will START when the Routeway header screen appears...



... and will STOP when 'Next' is chosen at the last question in the section

The Ticket Hall section timer will START when the Ticket Hall header screen appears...



...and will STOP when 'Next' is chosen at the last question in the section

## **GENERAL CLEANING QUALITY MARKING SYSTEM**

### **1.0 GENERAL**

1.1 The Supplier is required to carry out all cleaning activities as required under the following sections of Schedule 3, The Specification:-

- 4. TfL Head Offices
- 5. LUL Stations (Stations Operational Areas only, sub-section 5.6)
- 7. LUL Depots and Operational Facilities
- 8. Surface Bus Stations and Stands
- 9. Surface Victoria Coach Station
- 10. Surface River Services
- 11. London Transport Museum
- 12. Dial a Ride Depots and Fleet

1.2 The output quality of cleaning for the specifications detailed in 1.1 is measured via the General Quality Marking system (GQMS). The process and procedure for application of GQMS by which the Supplier's performance shall be measured is detailed in section 2 below.

1.3 The Company reserves the right to amend the format of any documentation used and to agree with the Supplier any future changes to the criteria that may arise.

1.4 The GQMS measures the output quality of cleaning services provided against the specification.

### **2.0 INSPECTION PROCESS**

#### **2.1 Inspection Frequency**

Each accounting period, a defined number of Inspections shall take place at each site where cleaning services are provided.

Inspections will be carried out in accordance with the frequencies detailed below:

- Routine Cleaning standards for all sites – 1 Inspection per Site unless alternative frequency agreed with each business unit

The Company reserves the right to carry out additional Inspections on an ad hoc basis at any site, at any time during the course of any accounting period. The requirements detailed in section 2 below shall equally apply to any additional Inspections carried out.

The Company reserves the right to carry out additional Inspections measuring quality standards and requirements for all other parts of the specification and as defined in each business unit Specification.

The precise process and Inspection forms used for this process will be agreed in advance with the Supplier for each business unit and Site.

SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

**2.2 Inspection Process**

A representative of the Company, and a representative of the Supplier will carry out each Inspection. These Inspections will be arranged in advance by the Company.

Each Inspection will be carried out using the draft Inspection forms (**Annex A** to this Appendix) and scoring criteria detailed in **Annex B** to this Appendix. Scoring shall be carried out on a 6 point scoring system from 0 (Zero) to 10 (Ten) basis and scored in increments of 2.

The results of the individual Inspections will be recorded on the Inspection form. The Company and Supplier representative will at the end of the Inspection both sign that the Inspection has been completed.

**2.3 Minimum and Target Scores**

Minimum Score for Each Area	Target Score for Each Area
6	8

**2.4 Inspection Non-conformance**

If at the end of an Inspection, any area achieves a mark of 6 or below it is deemed that the Supplier has not met the required quality threshold. At this point, the Supplier will be given the opportunity to rectify the non-conformance within 1 hour. If the non-conformance identified is not rectified within this time, the Company representative will issue a non-conformance form (**Annex C** to Appendix) to the Supplier representative.

The Company representative will set a time-scale for rectification of the non-conformance at 24hr, 7, 14, or 28 days. The timescale for rectification will be determined by the Company representative's opinion of the nature and importance of the non-conformance and also the Supplier's ability to rectify the non-conformance.

When the Supplier has completed the work required to resolve the non-conformance, they must sign and return the form to the relevant Company representative who manages the cleaning activities at the Site in question.

The Supplier as part of their quality management system should monitor all non-conformances and make efforts to highlight any trends and take action to ensure that they are resolved.

**2.5 Failure to rectify identified Non-conformance**

If the Supplier is unable to complete the work required to rectify a non-conformance, they must formally advise the relevant Company representative explaining why the work cannot be completed within the agreed timescales and provide a revised date for rectification of the non-conformance.

If the non-conformance is not completed to the set time-scale and no reasonable reason can be given for failure to rectify the non-conformance, the issue will then to

SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

be escalated to a Level One issue under the Escalation Procedure (Section 4 of Schedule 12 refers).

**2.6 Score Measurement**

Each Quarter, all GQMS Inspection results will be collated and an overall performance Level will be calculated in accordance with the PI's (Performance Indicator) D6D and D6G of Schedule 12C Performance.

SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

**Annex A1 – GQMS Draft Inspection Form – TfL Head Office**

<b>TfL Business Unit</b>		<b>TfL Head Offices</b>	
<b>Site:</b>	<b>Date</b>	<b>(Inspection Commencement):</b>	<b>Time</b>
			<b>(Inspection Commencement):</b>
<b>Reference</b>			
<b>Area</b>	<b>Cleaning Standard Required (As per Specification)</b>		<b>Score (Mark in accordance with Criteria detailed in Annex B)</b>
<ul style="list-style-type: none"> <li>a. Secondary stairways</li> <li>b. Goods lifts</li> <li>c. Loading bays</li> <li>d. Secondary entrance areas</li> <li>e. Storage areas (including bin stores)</li> </ul>	<b>1. Basic</b>		
<ul style="list-style-type: none"> <li>a. Offices</li> <li>b. Meeting Rooms</li> <li>c. Service Areas</li> <li>d. Post Rooms</li> <li>e. Photocopying Areas</li> <li>f. Circulation areas</li> <li>g. Multi faith rooms</li> <li>h. Neighbourhood Working Areas</li> <li>i. Locker rooms</li> </ul>	<b>2. Normal</b>		
<ul style="list-style-type: none"> <li>a. Reception Areas (including entrance doors and glass)</li> <li>b. Passenger Lifts</li> <li>c. Conference Rooms</li> <li>d. Inspectionoriums</li> <li>e. Event Spaces</li> </ul>	<b>3. High Profile</b>		

SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

Area	Cleaning Standard Required (As per Specification)	Score (Mark in accordance with Criteria detailed in Annex B)
a. Toilets b. Bath and Shower Rooms c. Kitchenettes d. Vending Areas e. First Aid Rooms f. Restaurant Dining Areas	<b>4. Hygiene</b>	

**GENERAL COMMENTS/ NON-CONFORMANCES IDENTIFIED**

Inspection Completed by	Print Name	Signature
<b>Company Representative</b>		
<b>Supplier Representative</b>		

<b>Date (Inspection Completion):</b>	<b>Time (Inspection Completion):</b>
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SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

**Annex A2 – GQMS Draft Inspection Form – LUL Stations Operational Areas**

<b>TfL Business Unit</b>		<b>LUL Stations Operational Areas</b>	
<b>Site:</b>	<b>Date</b>	<b>(Inspection Commencement):</b>	<b>Time</b>
<b>Reference</b>		<b>(Inspection Commencement):</b>	
<b>Area</b>	<b>Cleaning Standard Required (As per Specification)</b>	<b>Score (Mark in accordance with Criteria detailed in Annex B)</b>	
<ul style="list-style-type: none"> <li>a. Secondary stairways</li> <li>b. Goods lifts</li> <li>c. Loading bays</li> <li>d. Secondary entrance areas</li> <li>e. Storage areas (including bin stores)</li> </ul>	<b>1. Basic</b>		
<ul style="list-style-type: none"> <li>a. Offices</li> <li>b. Meeting Rooms</li> <li>c. Crew accommodation – mess rooms</li> <li>d. Locker rooms</li> </ul>	<b>2. Normal</b>		
<ul style="list-style-type: none"> <li>a. Toilets</li> <li>b. Bath and Shower Rooms</li> <li>c. Kitchenettes</li> <li>d. Vending Areas</li> <li>e. First Aid Rooms</li> <li>f. Restaurant Dining Areas</li> </ul>	<b>3. Hygiene</b>		

**GENERAL COMMENTS/ NON-CONFORMANCES IDENTIFIED**

SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

<b>Inspection Completed by</b>	<b>Print Name</b>	<b>Signature</b>
<b>Company Representative</b>		
<b>Supplier Representative</b>		

<b>Date (Inspection Completion):</b>	<b>Time (Inspection Completion):</b>
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SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

**Annex A3 – GQMS Draft Inspection Form – LUL Depots and Operational Facilities**

<b>TfL Business Unit</b>		<b>LUL Depots and Operational Facilities</b>	
<b>Site:</b>	<b>Date</b>	<b>(Inspection Commencement):</b>	<b>Time</b>
<b>Reference</b>		<b>(Inspection Commencement):</b>	
<b>Area</b>	<b>Cleaning Standard Required (As per Specification)</b>	<b>Score (Mark in accordance with Criteria detailed in Annex B)</b>	
a. Secondary stairways b. Goods lifts c. Loading bays d. Secondary entrance areas e. Storage areas (including bin stores) f. Depot track	<b>1. Basic</b>		
a. Offices b. Reception and Entrance Areas c. Training and Conference Rooms d. Meeting Rooms e. Multi Faith Rooms f. Post Rooms g. Photocopying Areas h. Circulation Areas i. Locker Rooms j. Cabin k. Crew Accommodation (including staff eating areas) l. Security Control Rooms m. Portacabins (temporary or permanent) n. Towers	<b>2. Normal</b>		

SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

Area	Cleaning Standard Required (As per Specification)	Score (Mark in accordance with Criteria detailed in Annex B)
<ul style="list-style-type: none"> <li>a. Sheds (all areas)</li> <li>b. Pits (including rails)</li> <li>c. Maintenance roads</li> <li>d. Workshops</li> <li>e. Lifting Shops and Exam Sheds</li> <li>f. Stores</li> <li>g. Staff Platforms</li> <li>h. T-Fos Areas</li> <li>i. Wheel Lathe Areas</li> </ul>	<p><b>3. Heavy Industrial</b></p>	
<ul style="list-style-type: none"> <li>a. Toilets</li> <li>b. Shower Rooms</li> <li>c. Drying Rooms</li> <li>d. Kitchenettes</li> <li>e. Vending Areas</li> <li>f. First Aid Rooms</li> <li>g. Restaurant Dining Areas</li> </ul>	<p><b>4. Hygiene</b></p>	

**GENERAL COMMENTS/ NON-CONFORMANCES IDENTIFIED**

Inspection Completed by	Print Name	Signature
Company Representative		
Supplier Representative		

Date (Inspection Completion):	Time (Inspection Completion):
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SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

**Annex A4 – GQMS Draft Inspection Form – Surface Bus Stations and Stands**

<b>TfL Business Unit</b>		<b>Bus Stations and Stands</b>	
<b>Site:</b>	<b>Date</b>	<b>(Inspection Commencement):</b>	<b>Time (Inspection Commencement):</b>
<b>Reference</b>			
<b>Area</b>	<b>Cleaning Standard Required (As per Specification)</b>		<b>Score (Mark in accordance with Criteria detailed in Annex B)</b>
a. Secondary stairways b. Goods lifts c. Loading bays d. Storage areas e. Roadway and footway areas f. Passenger shelters	<b>1. Basic</b>		
a. Offices b. Meeting Rooms c. Service Areas d. Post Rooms e. Office circulation areas f. Internal & external passenger concourse / waiting areas g. Drivers' mess rooms	<b>2. Normal</b>		

SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

Area	Cleaning Standard Required (As per Specification)	Score (Mark in accordance with Criteria detailed in Annex B)
a. Toilets b. Baby change facilities c. Kitchenettes/Mess Rooms d. Vending Areas/Mess Rooms e. First Aid Rooms f. Shower rooms	<b>4. Hygiene</b>	

**GENERAL COMMENTS/ NON-CONFORMANCES IDENTIFIED**

Inspection Completed by	Print Name	Signature
Company Representative		
Supplier Representative		

Date (Inspection Completion):	Time (Inspection Completion):
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SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

**Annex A5 – GQMS Draft Inspection Form – Surface Victoria Coach Station**

<b>TfL Business Unit</b>		<b>Victoria Coach Station</b>	
<b>Site:</b>	<b>Date</b>	<b>(Inspection Commencement):</b>	<b>Time</b>
<b>Reference</b>		<b>(Inspection Commencement):</b>	
<b>Area</b>	<b>Cleaning Standard Required (As per Specification)</b>	<b>Score (Mark in accordance with Criteria detailed in Annex B)</b>	
a. Secondary stairways b. Loading bays c. Storage areas d. Roadway and footway areas	<b>1. Basic</b>		
a. Offices b. Meeting Rooms c. Service Areas d. Office circulation areas e. Internal & external passenger concourse / waiting areas f. Drivers' mess rooms	<b>2. Normal</b>		
a. Toilets b. Baby change facilities c. Kitchenettes/Mess Rooms d. Vending Areas/Mess Rooms e. First Aid Rooms f. Shower Rooms	<b>4. Hygiene</b>		

**GENERAL COMMENTS/ NON-CONFORMANCES IDENTIFIED**

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SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

<b>Inspection Completed by</b>	<b>Print Name</b>	<b>Signature</b>
<b>Company Representative</b>		
<b>Supplier Representative</b>		

<b>Date (Inspection Completion):</b>	<b>Time (Inspection Completion):</b>
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SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

**Annex A6 – GQMS Draft Inspection Form – Surface River Services**

<b>TfL Business Unit</b>		<b>River Services Piers</b>	
<b>Site:</b>	<b>Date</b>	<b>(Inspection Commencement):</b>	<b>Time (Inspection Commencement):</b>
<b>Reference</b>			
<b>Area</b>	<b>Cleaning Standard Required (As per Specification)</b>		<b>Score (Mark in accordance with Criteria detailed in Annex B)</b>
a. External walkways b. Stores	<b>1. Basic</b>		
a. Offices (including Pier Controllers' offices) b. Corridors c. Meeting rooms	<b>2. Normal</b>		
a. Toilets b. Kitchenettes	<b>4. Hygiene</b>		

**GENERAL COMMENTS/ NON-CONFORMANCES IDENTIFIED**

<b>Inspection Completed by</b>	<b>Print Name</b>	<b>Signature</b>
<b>Company Representative</b>		
<b>Supplier Representative</b>		

<b>Date (Inspection Completion):</b>	<b>Time (Inspection Completion):</b>

SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

**Annex A7 – GQMS Draft Inspection Form – London Transport Museum**

<b>TfL Business Unit</b>		<b>London Transport Museum</b>	
<b>Site:</b>	<b>Date</b>	<b>(Inspection Commencement):</b>	<b>Time</b>
			<b>(Inspection Commencement):</b>
<b>Reference</b>			
<b>Area</b>	<b>Cleaning Standard Required (As per Specification)</b>		<b>Score (Mark in accordance with Criteria detailed in Annex B)</b>
<ul style="list-style-type: none"> <li>a) Secondary stairway</li> <li>b) Secondary entrance areas</li> <li>c) Storage areas (including bin stores)</li> </ul>	1. <b>Basic</b>		
<ul style="list-style-type: none"> <li>a) Public Area Walkways, Staircases, Lobbies and Corridors;</li> <li>b) Office Areas;</li> <li>c) Staff Entrance and Security Control Areas;</li> <li>d) Meeting and Lecture Rooms;</li> <li>e) Circulation areas;</li> <li>f) Multi faith rooms;</li> <li>g) Locker rooms.</li> </ul>	2. <b>Normal</b>		

<b>Area</b>	<b>Cleaning Standard Required (As per Specification)</b>		<b>Score (Mark in accordance with Criteria detailed in Annex B)</b>
<ul style="list-style-type: none"> <li>a) Main Entrance</li> <li>b) Shop Areas</li> <li>c) Café Areas</li> <li>d) Lunch rooms</li> <li>e) Cubic Theatre and Breakout Area</li> <li>f) Museum Gallery Spaces</li> <li>g) Board and Meeting Rooms</li> <li>h) Reception Areas (including entrance doors and glass)</li> </ul>	3. <b>High Profile</b>		

SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

<ul style="list-style-type: none"> <li>i) Passenger Lifts</li> <li>j) Auditoriums</li> <li>k) Event Spaces</li> </ul>		
<ul style="list-style-type: none"> <li>a) Toilets</li> <li>b) Baby Changing Facilities</li> <li>c) Bath and Shower Rooms</li> <li>d) Kitchenettes</li> <li>e) Vending Areas</li> <li>f) First Aid Rooms</li> </ul>	<p><b>4. Hygiene</b></p>	
<ul style="list-style-type: none"> <li>a) sheds (all areas);</li> <li>b) pits (including rails)</li> <li>c) workshops; stores</li> </ul>	<p><b>5. Heavy Industrial</b></p>	
<ul style="list-style-type: none"> <li>a) display vehicles including buses, taxis and train carriages</li> <li>b) paintwork</li> <li>c) museum artefacts and display objects</li> <li>d) display cases and cabinets</li> </ul>	<p><b>6. Museum Asset Housekeeping</b></p>	

**GENERAL COMMENTS/ NON-CONFORMANCES IDENTIFIED**

<b>Inspection Completed by</b>	<b>Print Name</b>	<b>Signature</b>
<b>Company Representative</b>		
<b>Supplier Representative</b>		

<b>Date (Inspection Completion):</b>	<b>Time (Inspection Completion):</b>
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SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

**Annex A8 – GQMS Draft Inspection Form – Dial a Ride Depots**

TfL Business Unit		Dial a Ride	
Site:	Date	(Inspection Commencement):	Time (Inspection Commencement):
Reference			
Area	Cleaning Standard Required (As per Specification)		Score (Mark in accordance with Criteria detailed in Annex B)
a) Walkways, Staircases, Lobbies and Corridors; b) Secondary stairway c) Secondary entrance areas d) Storage areas (including bin stores)	1. Basic		
a) Mandela Way Depot – all internal areas including floors, surfaces, kitchen areas and washroom rooms	2. Enhanced Basic		
a) Office Areas; b) Staff Entrance and Security Control Areas; c) Meeting and Lecture Rooms; d) Multi faith rooms; e) Locker rooms. f) Main Entrance g) Café Areas h) Lunch rooms i) Board and Meeting Rooms j) Reception Areas (including entrance doors and glass) k) Passenger Lifts	3. Normal		
a) Toilets b) Bath and Shower Rooms c) Kitchenettes d) Vending Areas	4. Hygiene		

SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

e) First Aid Rooms		
f) Canteen seating area		

**GENERAL COMMENTS/ NON-CONFORMANCES IDENTIFIED**

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Inspection Completed by	Print Name	Signature
Company Representative		
Supplier Representative		

Date (Inspection Completion):	Time (Inspection Completion):
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SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

**Annex A9 – GQMS Draft Inspection Form – Dial a Ride Fleet**

<b>TfL Business Unit</b>		<b>Dial a Ride</b>	
<b>Site:</b>	<b>Date</b>	<b>(Inspection Commencement):</b>	<b>Time</b>
		<b>(Inspection Commencement):</b>	
<b>Reference</b>			
<b>Area</b>	<b>Cleaning Standard Required (As per Specification)</b>		<b>Score (Mark in accordance with Criteria detailed in Annex B)</b>
a) <b>Vehicle Interior</b> - Floors, seats and surfaces - Internal windows and window ledges - Driver cab interiors and (including controls), windscreen and mirrors  b) <b>Vehicle Exterior</b> - Mirrors - Front and rear lights - External windows and windscreen	1. Normal		
a) <b>Vehicle Interior</b> - Floors, seats and surfaces - Internal windows and window ledges - Driver cab interiors and (including controls), windscreen and mirrors  b) <b>Vehicle Exterior</b> - Mirrors - Front and rear lights - External windows and windscreen - All hard surfaces	2. Deep Clean		

**GENERAL COMMENTS/ NON-CONFORMANCES IDENTIFIED**

--

<b>Inspection Completed by</b>	<b>Print Name</b>	<b>Signature</b>
<b>Company Representative</b>		
<b>Supplier Representative</b>		

<b>Date (Inspection Completion):</b>	<b>Time (Inspection Completion):</b>

SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

**Annex B – GQMS – Scoring Criteria**

<b>Score out of 10</b>	<b>Scoring Criteria</b>
10	The cleaning standard is fully met in all respects
8	The cleaning standard is substantially met but with minor issues identified that <b>do not</b> impact on the ambience or normal operation of the site
6	The cleaning standard is partially met with moderate issues identified which cause a minor impact on the ambience or normal operation of the site
4	The cleaning standard is partially met with major issues identified which cause a moderate impact on the ambience or restrict the normal operation of the site
2	The cleaning standard is not met with major issues identified which severely impact on the ambience and/or cause immediate disruption or inconvenience to the normal operation of the site
0	The cleaning standard is not met in all respects

SCHEDULE 12C PERFORMANCE – APPENDIX 5 – GENERAL CLEANING QUALITY MARKING SYSTEM (GQMS)

**Annex C – GQMS – Non-Conformance Form**

Serial No: \_\_\_\_\_

TfL Business Unit _____	Site _____
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To: \_\_\_\_\_ of: \_\_\_\_\_

An GQMS Inspection was carried out at the above site on the / / time:

The following area of non-conformance was noticed. Please ensure that the necessary corrective action is taken by the stated time scale.

Required action:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CLASSIFICATION – 24 hours, 7 days, 14 days, 28 days

Signature \_\_\_\_\_ Capitals \_\_\_\_\_ Auto 020 7918 0737 Email \_\_\_\_\_

Date / /

**THIS SECTION TO BE COMPLETED BY SUPPLIER & RETURNED TO THE COMPANY REPRESENTATIVE**

I/ We certify that the actions stated below have been carried out in answer to the above non-conformance.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Capitals \_\_\_\_\_ Auto \_\_\_\_\_ Fax \_\_\_\_\_ Date / / \_\_\_\_\_

Continue on separate sheet if required

**SCHEDULE 12d: PAYMENT ABATEMENT**

**1. General**

- 1.1. In accordance with Clause 20 (Supplier Performance), payments due to the Supplier from the Company are subject to the Company’s right to levy Abatements for failure to achieve the levels of service delivery for each KPI and PI as set out in this Schedule 12 (Performance Measurement).
- 1.2. Schedule 12b (Performance Measurement Matrix) sets out the PIs which shall result in an Abatement being levied by the Company in the relevant Period in the event of the Supplier’s performance being assessed to be either “Below Requirements” or “Unsatisfactory” in relation to that PI.
- 1.3. The method of calculation of Abatements is set out in paragraph 2.1 and 2.2 and an example Abatement calculation is provided (for illustrative purposes only) in paragraph 3.
- 1.4. In addition to the calculation of Abatements set out in paragraph 2.2, Abatements in respect of the PI D3A Staff Attendance (as defined in Table 11 of Schedule 12c) will be calculated as detailed in paragraph 2.3. The D3A Payment Adjustment calculation is provided (for illustrative purposes only) in paragraph 4.

**2. Method of calculation**

- 2.1. The PIs are assessed in accordance with Schedule 12c (Performance Measurement) for each Delivery Unit.
- 2.2. The payment due to the Supplier for each Delivery Unit is abated on the basis of the assessment made for each of the Abating PIs for that Delivery Unit in accordance with the following table:

For each Abating PI assessed as “Below Requirements”, the Delivery Unit payment due to the Supplier for that Period is abated by:	For each Abating PI assessed as “Unsatisfactory”, the Delivery Unit payment due to the Supplier for that Period is abated by:
0.5%	1.0%

- 2.3. The D3A Payment Adjustment is calculated for each Delivery Unit for the relevant Payment Application by multiplying the amounts claimed by the Supplier in respect of labour supplied by the Supplier Personnel by a percentage equal to 100% less the percentage score for D3A.
- 2.4. The Company reserves the right to undertake, directly or through its advisers, a manual audit of the Suppliers’ Staff Attendance records and the Supplier shall cooperate fully with such audit and provide such assistance as the Company may require. Any discrepancies identified as part of this audit will result in a re-calculation of the D3A Payment Adjustment for the Period in question with the actual hours and associated costs amended in line with any discrepancy identified. For the avoidance of doubt, the maximum hours and costs payable shall never exceed those detailed

## **LOT 5: CLEANING: EXECUTION VERSION**

in the Resource Schedule and associated labour costs detailed in Schedule 4 (Payment). Typically, audits will be:

2.4.1. Undertaken once every Period

2.4.2. Take place over a duration of approximately 1 working 7 hour shift

2.4.3. Cover a sample of 5% of the hours and associated labour costs detailed in the Resource Schedule and Schedule 4 (Payment) against Sites specifically chosen by the Company.

2.5. The D6B Payment Adjustment and D6C Payment Adjustment will be calculated Quarterly. The adjustment will be applied to each Period in the Quarter. The Abatement will be made to the payment in the final Period of the Quarter.

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3. Example Abatement Calculation for all Abatable PI's (for illustrative purposes only)

Abating PI assessment	TfL Business Area				
	BCV	SSL	JNP	TfL Corporate	Surface
Planned maintenance completed against plan	Meets requirements	Unsatisfactory	Meets requirements	Meets requirements	Meets requirements
Emergency faults rectified on time	Below requirements	Meets requirements	Meets requirements	Meets requirements	Meets requirements
Standard faults rectified on time	Meets requirements	Meets requirements	Meets requirements	Meets requirements	Meets requirements
Service points against threshold	Meets requirements	Unsatisfactory	Below requirements	Meets requirements	Meets requirements
Critical building availability	Meets requirements	Meets requirements	Meets requirements	Meets requirements	Meets requirements
Asset reporting	Meets requirements	Meets requirements	Meets requirements	Below requirements	Meets requirements
TfL audit of safety & environmental performance	Below requirements	Meets requirements	Meets requirements	Below requirements	Meets requirements
Accuracy of applications for payment	Meets requirements	Meets requirements	Unsatisfactory	Below requirements	Meets requirements
Number of PIs assessed as 'below requirements'	2	0	1	3	0
Number of PIs assessed as 'unsatisfactory'	0	2	1	0	0
Payment abatement percentage	2 x 0.5% = 1.0%	2 x 1.0% = 2.0%	1 x 0.5% + 1 x 1.0% = 1.5%	3 x 0.5% = 1.5%	No adjustment

	TfL Business Area				
	BCV	SSL	JNP	TfL Corporate	Surface
The Suppliers gross payment application	10,000,000	5,000,000	12,000,000	1,000,000	3,000,000
The Company's Representatives assessment of the gross payment application	10,000,000	5,000,000	11,500,000	1,000,000	3,000,000
Less total of previous payments	9,000,000	4,500,000	10,250,000	900,000	2,600,000
Net amount due for payment in the assessment Period	1,000,000	500,000	1,250,000	100,000	400,000
Performance adjustment percentage	1.0%	2.0%	1.5%	1.5%	0%
Less performance abatement	10,000	10,000	18,750	1,500	0
Adjusted net amount due for payment in the assessment Period	990,000	490,000	1,231,250	98,500	400,000

4. Example Abatement Calculation for D3A (for illustrative purposes only)

	London Underground Delivery Units				
	BCV/SSL Stations	BCV/SSL Fleet	JNP Stations	JNP Fleet	Operations Support
The Supplier's gross Payment Application for Matrix 1	7,000,000	3,000,000	8,000,000	5,000,000	1,000,000
Percentage score PI D3A	98.02%	100.00%	100.00%	99.85	94.50
Adjusted payment	6,861,400	3,000,000	8,000,000	4,992,500	945,000

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**SCHEDULE 13: Not Used**

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### SCHEDULE 14: Dispute Resolution Procedure

1. For the purposes of this Dispute Resolution Procedure the following terms have the meanings set out below:

"Adjudicator" means an independent person appointed to act as an adjudicator in accordance with paragraph 9 of this Schedule 14 (Dispute Resolution Procedure).

"Dispute" has the meaning given to it in Clause 65.

"Nominating Authority" means the President or Vice President or other duly authorised officer of the London Court of International Arbitration;

"Notice of Adjudication" means any notice given by a Party to the other party or parties to the Dispute requiring reference of a Dispute to the Adjudicator in accordance with paragraph 8. The Notice of Adjudication shall include:

- (A) the nature and a brief description of the Dispute;
- (B) details of where and when the Dispute arose; and
- (C) the nature of the redress which is sought.

"Referral Notice" means a notice referring a Dispute to the Adjudicator in accordance with paragraph 12;

"Senior Representative" means a representative of a Party at senior executive level.

2. The Company and the Supplier shall follow the procedure set out in this Schedule 14 (Dispute Resolution Procedure) for the management and resolution of Disputes.
3. Subject to paragraph 8, any Dispute may in the first instance be referred in writing from the referring Party to the Senior Representatives by notice in writing to the other Party. The written notice from the referring Party shall give brief written particulars of the Dispute, the relief sought and the basis for claiming the relief sought (including the provisions of this Contract that are relevant to the Dispute). The written notice shall also identify the referring Party's Senior Representative.
4. Within fourteen (14) days of receipt of the notice pursuant to paragraph 3, the responding Party shall provide the referring Party with a brief written response. The response shall include identification of the responding Party's Senior Representative.
5. The Senior Representatives shall meet and try to reach agreement to resolve the Dispute referred to them pursuant to paragraph 3.
6. If the Senior Representatives are unable to, or fail to, reach agreement to resolve the Dispute within fourteen (14) days after the date of the response under paragraph 4, court proceedings shall not be commenced unless and until the Dispute has first been referred to adjudication (and an Adjudicator's decision has been obtained) in accordance with the procedure in paragraphs 8–29 and notice has been given in accordance with paragraph 28.
7. Each Party bears its own costs and expenses in relation to any reference of a Dispute to the Senior Representatives. Discussions amongst the Senior Representatives and any documents prepared or exchanged in relation to the

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reference of the Dispute to the Senior Representatives (including, for the avoidance of doubt, the notice under paragraph 3 and any response under paragraph 4) are without prejudice and the Parties shall not make use of or rely upon any without prejudice statements in any proceedings.

8. Notwithstanding the provisions of paragraphs 2, 3, 4, 5, 6 and 7 either Party may give notice at any time of its intention to refer a Dispute to adjudication under the procedure set out in paragraphs 8–29 by giving a Notice of Adjudication to the other parties to the Dispute.
9. Should either Party give a Notice of Adjudication then immediately thereafter the parties to the Dispute shall endeavour to agree upon a person whom they would consider suitable to act as the Adjudicator.

In the event of the parties to the Dispute failing to agree upon a suitable person who is able to act as the Adjudicator, the referring Party shall request the Nominating Authority to select a person to act as the Adjudicator.

The Nominating Authority communicates the selection of the Adjudicator to the Parties within four (4) days of receiving a request to do so.

10. Any person requested or selected to act as the Adjudicator in accordance with paragraph 9:
  - (A) shall be a natural person acting in his personal capacity; and
  - (B) shall not be an employee of any of the parties to the Dispute, and shall declare any interest, financial or otherwise, in any matter relating to the Dispute
11. The terms of remuneration of the Adjudicator shall be agreed by the parties to the Dispute and the Adjudicator with the object of securing the appointment of the Adjudicator within seven (7) days of the Notice of Adjudication. If any party to the Dispute (but not all parties to the Dispute) rejects the terms of the remuneration of the Adjudicator the same shall be settled (and binding upon the parties to the Dispute) by agreement between the Nominating Authority and the Adjudicator (provided that the level of the Adjudicator's remuneration does not exceed the level originally proposed to the parties to the Dispute by the Adjudicator). If all the parties to the Dispute reject the terms of remuneration proposed by an Adjudicator another person shall be selected as an Adjudicator in accordance with paragraph 9.
12. Where the Adjudicator has been selected in accordance with paragraph 8 the referring Party shall refer the Dispute in writing to the Adjudicator by the Referral Notice in accordance with paragraph 13 within seven (7) days of the date of the Notice of Adjudication or within two (2) days of the date of appointment of the Adjudicator, whichever is later. Upon receipt of the Referral Notice, the Adjudicator must inform every Party to the Dispute of the date that it was received.
13. The Referral Notice shall:
  - (A) include the facts relied upon by the referring Party in support of its claim(s);
  - (B) include a statement of the contractual and/or other basis relied upon by the referring Party in support of its claim(s);

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- (C) include a calculation of the specific monetary amount (if any) that the referring Party is seeking to recover in relation to each and every claim that is the subject matter of the Dispute;
- (D) be accompanied by copies of, or relevant extracts from, this Contract and such other documents on which the referring Party relies; and
- (E) include the addresses of all Parties to the Dispute.

The referring Party shall send copies of the Referral Notice and the documents referred to in this paragraph 13 to the other Party at the same time as he sends them to the Adjudicator.

14. If a matter disputed by the Supplier under or in connection with a Sub-Contract is also a matter disputed under or in connection with this Contract, the Supplier may, with the consent of the Company, refer the Sub-Contract dispute to the Adjudicator at the same time as the main Contract referral. The Adjudicator shall then decide the disputes together and references to the parties for the purposes of the Dispute are interpreted as including the Sub-Contractor. The parties to the Dispute agree to consider and endeavour to agree in good faith any reasonable request by the Adjudicator for additional time to decide the main Contract and Sub-Contract disputes.
15. The parties to the Dispute may jointly terminate the Adjudicator's appointment at any time. In such a case, or:
  - 15.1 if the Adjudicator fails to give notice of his decision within the period referred to in paragraph 18 and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 18, or
  - 15.2 if the period referred to in paragraph 18 is extended in accordance with paragraph 19 or by agreement by the parties to the Dispute and the Adjudicator fails to give notice of his decision within such extended period, and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 18, or
  - 15.3 if at any time the Adjudicator declines to act or is unable to act as a result of his death, disability, resignation or otherwise,

a person shall be appointed to replace the Adjudicator in accordance with the provisions of paragraph 9. In the event of the parties to the Dispute failing to jointly appoint a person willing and suitable to act as replacement Adjudicator within three (3) days, any party to the Dispute may apply to the Nominating Authority to appoint a replacement Adjudicator. In any case where the Adjudicator is appointed as a replacement pursuant to this paragraph 15, the parties to the Dispute shall each send to the Adjudicator, as soon as reasonably practicable, copies of all documents supplied by them to the Adjudicator he replaces.
16. The Nominating Authority and its employees and agents shall not be liable to any Party for any act or omission unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Nominating Authority shall be similarly protected from liability.
17. The Party not making the referral may send to the Adjudicator within fourteen (14) days of the date of the referral, with a copy to the other Party, a written statement of

## LOT 5: CLEANING: EXECUTION VERSION

the contentions on which it relies and any materials it wishes the Adjudicator to consider.

18. The Adjudicator shall reach his decision and give notice of the decision to the parties to the Dispute within twenty eight (28) days of the date of receipt of the Referral Notice mentioned in paragraph 12, or such longer period as is agreed by the parties to the Dispute after the Dispute has been referred to him. Notice of the Adjudicator's decision (stating that it is given under this Schedule 14 (Dispute Resolution Procedure)) shall be in writing and shall include a summary of the Adjudicator's findings and a statement of the reasons for his decision.
19. The Adjudicator may extend the period of twenty eight (28) days referred to in paragraph 18 by up to fourteen (14) days, with the consent of the Party by whom the Dispute was referred.
20. The Adjudicator's decision shall be binding upon the parties to the Dispute and the Adjudicator unless and until the Dispute is finally determined by legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. The Adjudicator may on his own initiative or on the application of a Party correct his decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision must be made within five days of the delivery of the decision to the parties to the Dispute. As soon as possible after correcting a decision in accordance with this paragraph, the Adjudicator must deliver a copy of the corrected decision to each of the Parties to this Contract. Any correction of a decision shall form part of the decision. The Adjudicator may in his decision allocate his remuneration and expenses between the Parties in accordance with paragraph 27. If the Adjudicator's decision changes any payment which is due under this Contract, payment of the sum decided by the Adjudicator shall be due not later than seven days from the date of the decision or the date on which such payment is due in accordance with the provisions of this Contract, whichever is the later.
21. The Adjudicator:
  - (A) shall act impartially and as an expert (not as an arbitrator) in the conduct of the reference and in reaching his decision;
  - (B) shall consider any relevant information submitted to him by any of the parties to the Dispute and make available to them any information to be taken into account in reaching his decision provided in accordance with the procedure (if any) which the Adjudicator may decide;
  - (C) shall reach his decision in accordance with the law applicable to this Contract;
  - (D) may take the initiative in ascertaining the facts and the law in relation to the Dispute;
  - (E) may with the consent of the parties to the Dispute seek legal or technical advice from consultants whose appointment by the Adjudicator (including terms of remuneration) is subject to the approval of the parties to the Dispute;
  - (F) shall, where a translation of any document is required, decide by whom it should be provided in the event that the parties to the Dispute do not agree.
22. The Adjudicator shall decide in his discretion on the procedure to be followed in the adjudication. In particular he may, but is not obliged to:

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- (A) convene meetings upon reasonable notice to the parties to the Dispute at which such parties and their representatives are entitled to be present;
  - (B) submit lists of questions to the parties to the Dispute to be answered in such meetings or in writing within such reasonable time as he requires;
  - (C) require the parties to the Dispute to provide him with such information and other facilities as he reasonably requires for the determination of the Dispute;
  - (D) otherwise take such action and adopt such procedures as do not conflict with any of the provisions of this Contract and are reasonable and proper for the just, expeditious and economical determination of the Dispute; and
  - (E) inspect any part of the Sites, the Services or the facilities of any relevant Sub-Contractor.
23. The Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as an adjudicator unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Adjudicator shall be similarly protected from liability.
24. All meetings are private and save as required by law the Adjudicator and the Parties shall keep confidential the Dispute, all information of whatever nature provided to him by or on behalf of any Party and his decision.
25. The Parties to a contract to which the Dispute relates shall continue to observe and perform all the obligations contained in such contract, notwithstanding any reference to the Adjudicator, and insofar as the same is consistent with any safety review procedures to which the parties to the Dispute are bound, give effect forthwith to the Adjudicator's decision in every respect unless and until as hereinafter provided the Dispute is finally determined by a court in any legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. Any party to the Dispute may apply to any appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge are regarded and treated as a Dispute for the purposes of this Schedule 14 (Dispute Resolution Procedure).
26. After the giving of a Notice of Adjudication, the Parties may seek to agree how the Adjudicator allocates the costs and fees excluding his remuneration and expenses which are dealt with in paragraph 27 below of the adjudication as between the Parties. If such an agreement is reached between the Parties, they shall notify the Adjudicator, who shall allocate costs and fees in accordance with such agreement. The Parties agree to be bound by the Adjudicator's allocation of costs and fees and to pay such costs and fees in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.
27. Subject to any agreement of the Parties, the Adjudicator shall allocate payment of his remuneration and expenses as between the Parties. Unless the Parties otherwise agree, the Adjudicator awards the payment of his remuneration and expenses on the general principle that costs should follow the event, except where it appears to the Adjudicator that in the circumstances this is not appropriate in relation to the whole or part of his remuneration or expenses. The Parties agree to be bound by the Adjudicator's allocation of payment of his remuneration and expenses and pay such remuneration and expenses in accordance with the Adjudicator's direction unless and

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until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.

28. All notices, written submissions and any other written communications between the parties to the Dispute and the Adjudicator shall either be delivered by hand, sent by facsimile or sent by first class pre-paid post or recorded delivery (airmail if posted to or from a place outside the United Kingdom) and, in each case, copied simultaneously (delivered or sent as aforesaid) to the other Parties. Copies by way of confirmation of all communications by facsimile between the parties to the Dispute and the Adjudicator shall also be sent by first class post (airmail if posted to or from a place outside the United Kingdom) not later than the next following Working Day the date of the original facsimile transmission.
29. All information of whatever nature provided to the Adjudicator by any party to the Dispute shall be copied to the other parties simultaneously.
30. If any party to a Dispute is dissatisfied with the Adjudicator's decision on that Dispute, that party may commence court proceedings for the final determination of the Dispute.

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### SCHEDULE 15: Obligations on Handover

The provisions of this Schedule 15 (Obligations on Handover) are without prejudice to the obligations of the Supplier to continue to provide the Services as required by the terms of the Contract and any services reasonably required to transition the Services to an incoming supplier with the minimum of disruption and so as to prevent or mitigate any inconvenience to the Company or disruption to its operations.

1. The Supplier shall at its own cost, commencing no later than eleven (11) months before the Expiry Date or on the date of receipt of any Termination Notice:
  - 1.1 prepare and submit for review and approval by the Company's Representative, a detailed demobilisation plan for the Services containing the Supplier's proposals for the demobilisation aspects of the Services, including but not being limited to transfer of staff, intellectual property rights and manuals, spares and equipment (the "Demobilisation Plan") and thereafter update the Demobilisation Plan as requested by the Company.
  - 1.2 in order to support the seamless transition of the Services following the Expiry Date or Termination Date, undertake all necessary actions in connection with the demobilisation, including but not being limited to the following:
    - (A) providing all necessary resource, including Supplier Personnel, equipment and materials to enable timely demobilisation;
    - (B) identifying its demobilisation team and demobilisation manager;
    - (C) procuring that its demobilisation team shall attend Company chaired demobilisation/transition meetings;
    - (D) keeping the Company's Representative fully informed on the progress of the demobilisation;
    - (E) complying with all reasonable instructions of the Company in connection with the demobilisation; and
    - (F) ensuring, supporting and facilitating migration of any IT systems used by the Supplier in providing the Services.
  - 1.3 cooperate fully with and provide all reasonable and necessary assistance and information in connection with the Services and/or to facilitate the orderly transfer of responsibility for and conduct of the Services to the Company and any incoming supplier or suppliers in the transition of the Services before the Expiry Date or Termination Date (as the case may be) and for a period of three months after such date to ensure that the changeover to the incoming supplier (or back to the Company) is effected with minimal disturbance and disruption.
  - 1.4 the requirement for the Supplier to provide cooperation pursuant to paragraph 1.3 above extends to any retender process for the Services carried out by the Company in relation to an incoming supplier or suppliers to enable it to access the Sites and/or Company personnel, and specifically an obligation to provide, on reasonable notice during the term of the Contract, information for the purpose of a competition and managing the transition to an incoming supplier or suppliers, to include:

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- (A) details of the Services;
  - (B) details of employees who would transfer to the replacement contractor;
  - (C) management information; and
  - (D) any other information that the Company may reasonably require.
- 1.5 maintain records, data, files, information and Documentation relating to the Services in such form and manner as to enable the Supplier to effectively transfer them in full to the Company and/or to any third party nominated by the Company, so as to put the Company and/or the third party into a position where the Company and/or the third party can provide a level of service which is similar to or the same level as Services provided under this Contract.
2. Without prejudice to paragraph 1, within three (3) months of the Services Commencement Date, and thereafter annually, on each anniversary of the Services Commencement Date until expiry of the Contract or earlier termination, the Supplier shall submit a draft Demobilisation Plan for review and approval by the Company. In addition to each such submission, at other intervals the Supplier shall update the draft Demobilisation Plan where requested by the Company (acting reasonably).
3. On receipt of an instruction from the Company, the Supplier shall return to the Company's Representative all Free Issue Materials and Equipment provided to the Supplier in accordance with Clause 23 of the Contract, and shall provide replacement Equipment to the Company where such Equipment does not meet the required standard for return.
4. Without prejudice to the provisions of Clause 13 and 37, the Supplier shall:
- 4.1 hand back to the Company (at the Expiry Date or Termination Date (as the case may be)) all records, data, files, information and Documentation owned by the Company but used by the Supplier in the performance of the Services, subsequently destroy all electronic copy information in the possession of the Supplier and provide a certificate of destruction to the Company's Representative; and
  - 4.2 provide the Company and/or incoming supplier or suppliers with all reasonable help, assistance and co-operation to make available and effect the transfer of records, data, files, information and Documentation to an incoming supplier or suppliers so as to enable the Company and/or incoming supplier or suppliers to set up and effect the transition of the Services, in accordance with Clause 13 of the Contract; and
  - 4.3 hand over to the Company (upon request of the Company's Representative but in any event, at the Expiry Date or Termination Date (as the case may be)) all passes or entry permits.
5. The Supplier shall ensure that (at the Expiry Date or Termination Date (as the case may be)):
- 5.1 all equipment (whether of a temporary or permanent nature) used in the delivery of the Services whether or not owned by the Supplier, the Company or any third party is fully maintained, serviced and fully functional with an up-to-date service and maintenance history which is entered on the CAFM system. Equipment which fails to meet these conditions shall be replaced with

## LOT 5: CLEANING: EXECUTION VERSION

- new by the Supplier at its own cost. In the event that the Supplier is in breach of this paragraph 5.1 (irrespective of whether the equipment is in the ownership and responsibility of the Supplier or a sub-contractor), the Company shall be entitled to purchase such equipment itself and recover the associated costs from the Supplier;
- 5.2 all assets and spares, critical and non-critical, are handed over to the incoming supplier and the Company and that relevant members of the Supplier Personnel are present at handover; and
  - 5.3 all areas which the Contractor has used for storage or operation have been left clean and tidy and all rubbish has been removed from the Sites.
6. During demobilisation the Supplier shall promptly provide all reasonable co-operation and support resource in relation to any audit or check required by the Company and commissioned by the Company's Representative, including in each particular circumstance:
- 6.1 granting or procuring the grant of access to any premises used in performance of the Contract, whether the Supplier's own premises or otherwise;
  - 6.2 granting or procuring the grant of access to any equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under the Contract, wherever situated and whether the Supplier's own equipment or otherwise;
  - 6.3 making any contracts and other documents, records and information related to the provision of the Services available for inspection;
  - 6.4 granting copying facilities to the Company and/or LUL's auditor for the purposes of making copies of any or all the information, records and documents;
  - 6.5 complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of the Contract; and
  - 6.6 granting access to the Sites to staff of the incoming suppliers (with the approval of the Company) for the purpose of mobilisation and transitioning of the Services. This will include providing access to all plant, equipment, contract related records, staff, and escorting the incoming staff as requested by the Company's Representative.
7. In the event of a failure by the Supplier to comply with any of the obligations set out in this Schedule 15, in the final 12 months of the Contract the Company shall be entitled to retain from each payment per Period due to the Supplier a sum of 5% equal to the cost to the Supplier of performing the relevant obligation(s). The Parties agree that such retention shall not be a penalty and is fair and reasonable and represents a genuine pre-estimate of what the cost of performance to the Supplier would have been.
8. The Supplier is required to notify any Sub-Contractors of the relevant demobilisation procedures set out in this Schedule 15 (Obligations on Handover) and/or the Demobilisation Plan.
9. In relation to any Necessary Consents, these will not transfer from the Supplier to an incoming supplier or suppliers and the incoming supplier or suppliers shall be required to obtain these in accordance with Clause 6 of the Contract.

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### SCHEDULE 16: Responsible Procurement

#### 1. Timber Standards

For the purposes of this Schedule 16, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Independent Report” means an independent report by an individual or body:

- (a) whose organisation, systems and procedures conform to:
  - (i) ISO Guide 65:1996 (EN 45011:1998); and
  - (ii) general requirements for bodies operating product certification systems; and
- (b) who is accredited to audit against forest management standards by a national or international body whose organisation, systems and procedures conform to ISO Guide 61 General Requirements for Assessment and Accreditation of Certification Bodies;

“Legal Timber” means Timber in respect of which the organisation that felled the trees and/or provided the Timber from which the wood supplied under the Contract derived:

- (a) had legal rights to use the forest;
- (b) holds a register of all local and national laws and codes of practice relevant to forest operations; and
- (c) complied with all relevant local and national laws and codes of practice including environmental, labour and health and safety laws and paid all relevant royalties and taxes;

“Recycled Timber”  
and “Reclaimed Timber” means recovered wood that has been reclaimed or re-used and that has been in previous use and is no longer used for the purpose for which the trees from which it derives were originally felled. The terms ‘recycled’ and ‘reclaimed’ are interchangeable and include, but are not limited to the following categories: pre-consumer recycled wood and wood fibre or industrial by-products but excluding sawmill co-products (sawmill co-products are deemed to fall within the category of Virgin Timber), post-consumer recycled wood and wood fibre and drift wood. Recycled or Reclaimed Timber must be capable of being evidenced as such to the Company’s satisfaction in order to satisfy this definition;

## LOT 5: CLEANING: EXECUTION VERSION

### “Sustainable Timber”

means Timber, which in order to meet the Company’s criteria for sustainable timber, must be:

- (a) Recycled Timber; or
- (b) Sustainably Sourced Timber; or
- (c) a combination of (a) and (b);

### “Sustainably sourced Timber”

means Timber sourced from organisational, production and process methods that minimise harm to ecosystems, sustain forest productivity, ensure that both forest ecosystem health and vitality, and forest biodiversity is maintained. In order to satisfy this definition, Timber must be accredited with the Forest Stewardship Council (“FSC”) or equivalent. Where it is not practicable to use FSC standard accredited Timber, the Company will accept Timber accredited through other schemes approved by the Central Point of Expertise on Timber (CPET), as listed below:

- (a) Canadian Standards Association (CSA);
- (b) Programme for the Endorsement of Forest Certification (PEFC); or
- (c) Sustainable Forestry Initiative (SFI),

or such other source as the Supplier may demonstrate to the Company’s satisfaction is equivalent;

### “Timber”

means wood from trees that have been felled for that purpose, but excludes any item where the manufacturing processes applied to it has obscured the wood element (by way of example only, paper would not be treated as Timber). Where the term Timber is used as a generic term it includes both Virgin Timber and Recycled Timber; and

### “Virgin Timber”

means Timber supplied or used in performance of the Contract that is not Recycled Timber.

## **LOT 5: CLEANING: EXECUTION VERSION**

### **1.1 Supplier's Obligations and the Company's Rights**

- a. The Supplier shall ensure that all Timber supplied or used in the performance of the Contract shall be Sustainable Timber. If it is not practicable for the Supplier to meet this condition the Supplier must inform the Company in writing prior to the supply of any Timber that is not Sustainable Timber, and stating the reason for the inability to comply with this condition. The Company reserves the right, in its absolute discretion, to approve the use of Timber that is not Sustainable Timber. Where the Company exercises its right to reject any Timber, the provisions of paragraph 1.1(d) below shall apply.
- b. Without prejudice to paragraphs 1.1(a) and 1.3(b), all Virgin Timber procured by the Supplier for supply or use in performance of the Contract shall be Legal Timber.
- c. The Supplier shall ensure that Virgin Timber it procures for supply or use in performance of the Contract shall not have derived from any species of tree that is protected under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) unless the Supplier can prove, by producing official documentation, that he has complied with the CITES requirements that permit trading in the particular species of tree so listed under that Convention.
- d. The Company reserves the right to reject at any time any Timber that does not comply with the conditions of this Contract or the Specification. Where the Company exercises its right to reject any Timber, the Supplier shall supply contractually compliant alternative Timber, at no additional cost to the Company and without causing delay to the performance of the Contract.
- e. The Supplier shall maintain records of all Timber supplied and used in the performance of the Contract. Such information shall be made available to the Company promptly if requested at any time.

### **1.2 Company's Reporting Requirements**

- a. Unless the Company has given its written approval in accordance with paragraph 1.1(a) that Timber that is not Sustainable Timber may be used, then, if requested, the Supplier shall promptly provide evidence to the Company's satisfaction that the Timber is Sustainable Timber.
- b. Upon a request by the Company referred to in paragraph 1.2(a), in the event that the Supplier does not promptly provide such evidence, or the evidence provided does not satisfy the Company's requirements, then (and without prejudice to paragraph 1.3(a)), the Company reserves the right to retain 25% of any monies payable to the Supplier under the Contract until such date as the Company is in receipt of such evidence and the Company is satisfied that the evidence establishes that the Timber is Sustainable Timber.
- c. The Supplier shall report quarterly on its use of Sustainable Timber in the performance of the Contract, in accordance with Appendix 2 (Timber Standards) of this Schedule 16.
- d. The Supplier shall report on the amount of Timber that has been supplied to the Company in accordance with paragraph 1.1(a) which is not Sustainable Timber.

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### 1.3 Verification

#### a. Evidence of Sustainable Timber

- (i) The Company reserves the right to determine whether the evidence supplied by the Supplier is sufficient to satisfy it that the Specification and the conditions of this Contract have been fully complied with. In the event that the Company is not so satisfied, the Supplier shall, on written request by the Company, commission and meet the costs of an Independent Report to:
  - (1) verify the source of the Timber; and
  - (2) assess whether the forests of origin were managed in accordance with the specified local laws and regulations.

#### b. Evidence of Legal Timber

- (i) The Supplier shall, before delivering any Virgin Timber under this Contract, obtain documentary evidence to the Company's satisfaction that the Timber is both Legal and Sustainable Timber. If requested in writing by the Company, the Supplier shall submit such documentary evidence to the Company either prior to delivery or at such other times as the Company may require. For the avoidance of doubt, the Supplier shall identify, as part of the evidence submitted, a chain of custody from the source of the Timber through to delivery of the final product.
- (ii) The Company reserves the right at any time during the execution of the Contract and for a period of 6 years from final delivery of any Timber under the Contract to require the Supplier to produce the evidence required for the Company's inspection within 14 days of the Company's written request.

## 2 Ethical Sourcing

- 2.1 The Company is committed to ensuring that workers employed in its supply chains throughout the world are treated fairly, humanely and equitably. In the course of complying with this Contract, the Supplier shall comply with and shall procure that its Sub-Contractors (as applicable) comply with those principles of the Ethical Trading Initiative (ETI) Base Code as are detailed in Appendix 1 (ETI Base Code) to this Schedule 16, or an equivalent code of conduct approved by the Company, (the "Ethical Sourcing Principles") in relation to the provision of the Services.
- 2.2 As at the Commencement Date, the Supplier shall be registered with an ethical supplier database, such as SEDEX (Supplier Ethical Data Exchange). The Supplier agrees that for the duration of this Contract, it shall permit and enable the Company to have access to the information relating to the Supplier that subsists in such ethical supplier database.
- 2.3 During the course of this Contract, the Company has the right to request the Supplier to carry out one or more audits using a reputable auditor to verify whether the Supplier is complying with the Ethical Sourcing Principles. The identity of the auditor is to be approved by the Company, such approval not to be unreasonably withheld or delayed. The costs of the audit shall be borne by the Company.

## LOT 5: CLEANING: EXECUTION VERSION

- 2.4 During the course of this Contract, if the Company has reasonable cause to believe that the Supplier is not complying with any of the Ethical Sourcing Principles, then the Company shall notify the Supplier and the Parties shall agree an action plan with appropriate timeframes for compliance by the Supplier (the "Action Plan"), such Action Plan to be agreed by the Parties by no later than 5 Working Days from the date of the Company notifying the Supplier that remedial action is required or such other period as the Parties may otherwise agree in writing. The costs of the creation and implementation of the Action Plan shall be borne by the Supplier.
- 2.5 Following the agreement of the Action Plan, the Company reserves the right to conduct one or more audits, (either itself or via a third-party auditor approved by the Company) in relation to compliance by the Supplier with the Action Plan.
- 2.6 For the avoidance of doubt, the rights of audit contained in this Schedule 16 shall include without limitation the right of the Company (or a Company-approved auditor) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Supplier shall co-operate and shall procure that its Sub-Contractors (as applicable) co-operate with the Company in relation to all aspects of any audit.

### 3. Supplier Diversity

#### 3.2 **Strategic Equality and Diversity Plan**

- (a) For the duration of this Contract, the Supplier shall comply with the Agreed Strategic Equality and Diversity Plan and shall procure that each of its Sub-Contractors adopts and implements a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as that agreed with the Company and set out in the Agreed Strategic Equality and Diversity Plan.
- (b) For the purposes of this paragraph 3, the expression "Agreed Strategic Equality and Diversity Plan" means the strategic equality and diversity plan to be provided by the Supplier to the Company and as negotiated and agreed between the parties and attached to the Contract as a new Schedule headed "Agreed Strategic Equality and Diversity Plan".
- (c) Where a Sub-Contractor has, pursuant to paragraph 3.2(a) or otherwise, adopted a strategic equality and diversity plan, the Supplier shall procure that each of its Sub-Contractors provides a copy of its strategic equality and diversity plan (and any amendments thereto) to the Company or its nominee as soon as reasonably practicable.

#### 3.3 **Diversity Training**

- (a) For the duration of this Contract, the Supplier shall comply with the "Agreed Training Plan" in relation to all of its employees engaged in the performance of the Contract. For the purposes of this paragraph 3, the expression "Agreed Training Plan" means the diversity training plan to be provided by the Supplier to the Company and as negotiated and agreed between the parties and attached to the Contract as a new Schedule headed "Agreed Training Plan". The Supplier shall procure that each of its Sub-Contractors adopts and implements a diversity training plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as the Agreed Training Plan.

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- (b) Where a Sub-Contractor has, pursuant to paragraph 3.4(a) or otherwise, adopted a diversity training plan, the Supplier shall procure that each of its Sub-Contractors provides a copy of its diversity training plan (and any amendments thereto) to the Company or its nominee as soon as reasonably practicable.

### 3.4 Supplier Diversity

- (a) For the duration of this Contract the Supplier shall at all times comply with the "Agreed Supplier Diversity Plan". For the purposes of this paragraph 3, the expression "Agreed Supplier Diversity Plan" means the supplier diversity plan to be provided by the Supplier to the Company and as negotiated and agreed between the parties and attached to the Contract as a new Schedule headed "Supplier Diversity Plan". The Supplier shall procure that each of its Sub-Contractors adopts and implements a supplier diversity plan in relation to the performance of this Contract which is as least as extensive as the Agreed Supplier Diversity Plan.
- (b) Where a Sub-Contractor has, pursuant to paragraph 3.4(a) or otherwise, adopted a supplier diversity plan, the Supplier shall procure that each of its Sub-Contractors provides a copy of its supplier diversity plan (and any amendments thereto) to the Company or its nominee as soon as reasonably practicable.

### 3.5 Communications Plan

For the duration of this Contract and in all dealings with the Local Community, the Supplier shall comply with the Agreed Communications Plan. For the purposes of this paragraph 3, the expression "Agreed Communications Plan" means the communications plan to be provided by the Supplier to the Company and as negotiated and agreed between the parties and attached to the Contract as a new Schedule headed "Agreed Communication Plan" and the expression "Local Community" means those areas of London affected by the Services from time to time.

### 3.6 Monitoring and Reporting

- (a) Subject to paragraph 3.6(c), the Supplier shall use reasonable endeavours to provide the Company on the date of this Contract and subsequently every 12 months from the date of this Contract or such other frequency as the Company may reasonably request with an annual report on performance and compliance with the equality and diversity provisions as set out in paragraphs 3.2 to 3.5 of this Schedule 16. The annual report should set out:

## LOT 5: CLEANING: EXECUTION VERSION

- (i) the performance of the Supplier over the past 12 months in relation to the Agreed Strategic Equality and Diversity Plan, the Agreed Training Plan, the Agreed Supplier Diversity Plan and the Agreed Communications Plan and/or the action plan submitted for the previous 12 months in accordance with paragraph 3.6(a)(iv);
  - (ii) the proportion of the Supplier's employees engaged in the performance of the Contract and, to the extent reasonably possible, the employees of the Sub-Contractors engaged pursuant to the terms of the relevant sub-contracts in the performance of the Contract who are:
    - (1) female;
    - (2) of non-white British origin or who classify themselves as being non-white British;
    - (3) from the Local Community; or
    - (4) disabled;
  - (iii) the proportion of the Supplier's Sub-Contractors that are SMEs and/or BAMEs and/or other suppliers from other under-represented or protected groups; and
  - (iv) a plan of action for the forthcoming 12 months showing what the Supplier plans to do to continue delivery of the equality and supplier diversity objectives.
- (b) For the purposes of this paragraph 3.6, the meaning of SME and BAME is as set out in Appendix 3 (TfL Supplier Diversity Definitions) to this Schedule 16.
  - (c) The Supplier shall ensure at all times that it complies with the requirements of the Data Protection Act 1998 (as may be amended) in the collection and reporting of the information to the Company pursuant to paragraph 3.6(a).

### 3.7 Equality and Diversity Infractions

- (a) If the Supplier or any of its Sub-Contractors commits an Equality and Diversity Infraction, the Company shall be entitled (but not obliged) to act as follows:
  - (i) if an Equality and Diversity Infraction is committed by the Supplier then the Company may serve written notice upon the Supplier identifying in reasonable detail the nature of the Equality and Diversity Infraction, and the Supplier shall cease committing and remedy, at its own cost, the Equality and Diversity Infraction, within 30 days of receipt of such notice (or such longer period as may be specified in the notice); or
  - (ii) if the Equality and Diversity Infraction is committed by a Sub-Contractor of the Supplier, the Company may serve written notice upon the Supplier identifying in reasonable detail the nature of the Equality and Diversity Infraction, and the Supplier shall procure that the Sub-Contractor ceases committing and remedies, at its own cost, the Equality and Diversity Infraction within 30 days of receipt by the Supplier of such notice (or such longer period as may be specified in

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the notice). If the Supplier fails to procure the remedy of the Equality and Diversity Infraction, the Company may serve a further written notice upon the Supplier and within 30 days of receipt of such further notice (or such longer period as may be specified in the notice), the Supplier shall terminate, at its own cost, the relevant contract with its Sub-Contractor and procure performance of the affected works or services by another person which also complies with the obligations specified in paragraphs 3.2 to 3.5 of this Schedule 16.

- (b) It shall be a fundamental term and condition of the Contract that the Supplier complies with its obligations under paragraphs 3.7(a)(i) to 3.7(a)(ii). Where, following receipt of a notice given pursuant to paragraphs 3.7(a)(i) to 3.7(a)(ii) the Supplier fails to remedy an Equality and Diversity Infraction to the satisfaction of the Company or in the case of paragraph 3.7(a)(ii) fails to terminate the contract with a defaulting Sub-Contractor and procure performance by another person on the terms specified in paragraph 3.7(a)(ii) the Supplier will be in breach of the Contract and the Company shall be entitled (but not obliged) to terminate the Contract, without further notice to the Supplier, in accordance with Clause 44 of the Contract.
- (c) For the purposes of this paragraph 3.7, "Equality and Diversity Infraction" means any breach by the Supplier of its obligations specified in paragraphs 3.2 to 3.5 of this Schedule 16 and/or any failure by a Sub-Contractor to adopt and implement a strategic equality and diversity plan, a diversity training plan and/or a supplier diversity plan as described in paragraphs 3.2 to 3.5 of this Schedule 16.

### 3.8 Equality and Diversity Audit

- (a) The Company or its nominee may from time to time undertake any audit or check of any and all information regarding the Supplier's compliance with paragraphs 3.2 to 3.5 of this Schedule 16.
- (b) The Company's rights pursuant to this paragraph 3.8 shall include any and all documents and records of the Supplier and its Sub-Contractors and shall include the Documentation.
- (c) The Supplier shall maintain and retain the Documentation for a minimum of six years from the termination or expiry of the Contract with respect to all matters in respect of the performance of and compliance with paragraphs 3.2 to 3.5 of this Schedule 16. The Supplier shall procure that each of its Sub-Contractors shall maintain and retain the Documentation for a minimum of six years from the termination or expiry of the Contract with respect to all matters in respect of the performance of and compliance with paragraphs 3.2 to 3.4 of this Schedule 16. The Supplier shall procure that each sub-contract between it and its Sub-Contractors shall contain rights of audit in favour of and enforceable by the Company substantially equivalent to those granted by the Supplier pursuant to paragraph 3.8(a).
- (d) The Company shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Supplier and each Sub-Contractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and/or relevant subcontract (as the case may be).

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- (e) The Supplier shall promptly provide, and procure that its Sub-Contractors promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
  - (i) granting or procuring the grant of access to any premises used in the Supplier's performance of the Contract or in the relevant Sub-Contractor's performance of its sub-contract, whether the Supplier's own premises or otherwise;
  - (ii) granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's or the relevant Sub-Contractor's obligations specified in paragraphs 3.2 3.4 of this Schedule 16, wherever situated and whether the Supplier's own equipment or otherwise; and
  - (iii) complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of the Contract or the relevant Sub-Contractor's performance of its sub-contract.
- (f) For the purposes of this paragraph 3.8, the expression "Documentation" means all information relating to the Supplier's performance of and compliance with paragraphs 3.2 to 3.5 of this Schedule 16 and the adoption and implementation of a strategic equality and diversity plan, an equality and diversity training plan and a supplier diversity plan by each Sub-Contractor of the Supplier.

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### Appendix 1: The ETI Base Code

The following terms shall be defined as follows when used within this Appendix 1:

- “Child” means any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under International Labour Organisation (“ILO”) Convention No. 11, the lower will apply.
- “Young person” means any worker over the age of a child as defined above and under the age of 18.
- “Child labour” means any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.

#### 1.1 EMPLOYMENT IS FREELY CHOSEN

- 1.1.1 There is no forced, bonded or involuntary prison labour.
- 1.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

#### 1.2 FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

- 1.2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- 1.2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- 1.2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- 1.2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

#### 1.3 WORKING CONDITIONS ARE SAFE AND HYGIENIC

- 1.3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by

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minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

- 1.3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 1.3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 1.3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 1.3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

### **1.4 CHILD LABOUR SHALL NOT BE USED**

- 1.4.1 There shall be no new recruitment of child labour.
- 1.4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- 1.4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- 1.4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

### **1.5 LIVING WAGES ARE PAID**

- 1.5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- 1.5.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- 1.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

### **1.6 WORKING HOURS ARE NOT EXCESSIVE**

- 1.6.1 Working hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.

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1.6.2 In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

### **1.7 NO DISCRIMINATION IS PRACTISED**

1.7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

### **1.8 REGULAR EMPLOYMENT IS PROVIDED**

1.8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.

1.8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

### **1.9 NO HARSH OR INHUMANE TREATMENT IS ALLOWED**

1.9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

#### **Note on the Provisions of this Code**

The provisions of this code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this code are expected to comply with national and other applicable law and, where the provisions of law and this Base Code address the same subject, to apply that provision which affords the greater protection.

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Appendix 2: Timber Standards

**Timber Standards**  
**Appendix 2**

**Aim of KPI :**  
 Implement the Mayor's Green Procurement Code  
 Implement the GLA Sustainable Timber Policy  
 Implement TfL environmental objective: Reduce resource consumption and improve green procurement

<b>Reporting period</b>	
<b>Date</b>	
<b>Completed by</b>	
<b>Title</b>	

Desired Outcome	Service Performance Indicator	Quantity (KG)	Value (£)	% of good represented	Reporting Frequency	objective	2007	2008	2009	2010	2011
Reduce resource consumption and improve green procurement (TfL Env' KPI)	Timber complies with Sustainable Timber definition and obligations as per Contract.				Quarterly, with Annual report.	Increase/maintain % of sustainable timber supplied					
Reduce resource consumption and improve green procurement (TfL Env' KPI)	Timber does NOT comply with Sustainable Timber definition and obligations as per Contract				Quarterly, with Annual report.	Reduce amount of Non Sustainable Timber procured.					

**LOT 5: CLEANING: EXECUTION VERSION**

**Appendix 3: TfL Supplier Diversity Definitions**

**TfL Supplier Diversity Definitions**

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Issue Date: February 2010

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## LOT 5: CLEANING: EXECUTION VERSION

### 1. Document Outline

#### 1.1 Background

Encouraging a diverse base of supplier forms a part of the GLA Group Responsible Procurement Policy. The TfL Supplier Diversity Definitions ensure consistency across Supplier Diversity activities across TfL. These definitions form a basis for the TfL Supplier Diversity Policy and act as a basis for alignment in the measurement of diverse suppliers.

#### 1.2 Version Control

Version Date	Author	Notes
26 February 2010	C Cottam	Turnover/Balance Sheet Amendment
02 February 2009	C Cottam	SME definition update
31 January 2008	J Gall	Ownership categorisation
8 <sup>th</sup> May 2006	J Gall	EU definitions
19 <sup>th</sup> October 2005	J Gall	Updates/clarifications

### 2. Diverse Suppliers

For the purposes of TfL's Procurement Supplier Diversity Programme, "**Diverse Suppliers**" comprise the following four subsets:

- 2.1 Small and Medium Enterprises (SMEs)
- 2.2 Black, Asian and Minority Ethnic (BAME) businesses
- 2.3 Suppliers from other under-represented or protected groups
- 2.4 Suppliers demonstrating a diverse workforce composition

The more detailed explanations of the four above subsets are given in the sections below.

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### 3. Small and Medium Enterprises (SMEs)

3.1 A **Small Enterprise**<sup>5</sup> is a business which has both the following:

i) 0-49 Full Time Equivalent employees<sup>1</sup>;

AND EITHER

ii) Turnover<sup>2</sup> per annum of no more than £5.6 million net (or £6.72 million gross); in the last financial year;  
OR

iii) Balance sheet total<sup>4</sup> of no more than £2.8 million net (£3.36 million gross).

3.2 A **Medium Enterprise**<sup>5</sup> is a business which has both the following:

i) 50-249 Full Time Equivalent employees<sup>1</sup>;

AND EITHER

ii) Turnover<sup>2</sup> per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year;  
OR

iii) Balance sheet total<sup>4</sup> of no more than £11.4 million net (or £13.68 million gross).

3.3 A **Large Enterprise**<sup>5</sup> is a business which has both the following:

i) 250 and over Full Time Equivalent employees<sup>1</sup>;

AND EITHER

ii) Turnover<sup>2</sup> per annum over £22.8 million net (or £27.36 million gross) in the last financial year;  
OR

iii) Balance sheet total<sup>4</sup> of over £11.4 million net (or £13.68 gross).

<sup>1</sup> Full Time equivalent employees is defined in Section 7.1

<sup>2</sup> Turnover is defined in Section 7.3

<sup>4</sup> Balance Sheet Total is defined in Section 7.5

<sup>5</sup> Further explanation is outlined in Section 7.7 (Definition of Size) & 7.8 (Ownership Categorisation)

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### 4. Black, Asian and Minority Ethnic (BAME) owned businesses

A Black, Asian and Minority Ethnic (BAME) owned business is a business which is 51% or more owned by members of one or more Black, Asian or Minority ethnic groups.

Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'White British'.

The minority ethnic classification groups used by TfL for monitoring purposes are:

<u>Ethnic group</u>	<u>Racial origin</u>
White	Irish Any other White background
Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background
Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background
Black or Black British	Caribbean African Any other Black background
Chinese or other Ethnic Group	Chinese Any other Ethnic Group

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### 5. **Suppliers from other under-represented groups or protected groups**

5.1 A Supplier from an under-represented group is one which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):

5.1.1 Women (gender)

5.1.2 Disabled people with physical and sensory impairments, learning difficulties and mental health requirements;

5.1.3 Lesbians, Gay men, Bisexual and Transgender people (sexual orientation); and

5.1.4 Older people (aged 60 or over), young people (aged 24 or under) (age)

5.2 A Supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups, or alternatively, ownership by a social enterprise or a voluntary/community organisation).

### 6. **Suppliers demonstrating a diverse workforce composition**

This relates to Full Time Equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed in II and III above.

### 7. **Other Definitions & Information**

#### 7.1 **Full-Time Equivalent Employees**

Where employee numbers are used, these refer to Full-Time Equivalents (FTEs) expressed in **Annual Work Units** (see below). Staff headcount should include full-time, part-time and seasonal staff and includes the following:

- Employees
- Persons working for the enterprise being subordinated to it and considered to be employees under national law
- Owner managers
- Partners engaged in regular activity in the enterprise and benefiting from financial advantages from the enterprise.

Full-time workers are expressed as hours worked per week. TfL refer to standard UK hours of work as full time workers – i.e. those who work 35 hours a week and 52 weeks a year (including annual leave).

#### 7.2 **Annual Work Units**

Refer to anyone who worked, over the past year, full-time within your enterprise, or on its behalf, during the entire reference year counts as one unit. You treat part-time staff, seasonal workers and those who did not work the full year as fractions of one unit.

#### 7.3 **Turnover**

Turnover is in line with that defined in the Companies Act 1985:

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The amounts derived from the provision of goods and services falling within the company's ordinary activities, after deduction of:

- i) trade discounts
- ii) value added tax

Please refer to Section 7.8 regarding ownership categorisation to understand how to interpret ownership, where an enterprise is part of a parent organisation.

### 7.4 Financial Year

Financial Year relates to 1<sup>st</sup> April – 31<sup>st</sup> March or any other 12 month period as defined by the company.

All data must be relating to the last approved accounting period and calculated on an annual basis. In the case of newly-established enterprises whose accounts have not yet been approved, the data to apply shall be derived from a reliable estimate made in the course of the financial year.

### 7.5 Balance Sheet Total

The annual balance sheet total refers to the value of your company's main assets.

### 7.6 Ownership

Individual or those in named control holding capital or voting rights - either through private or shared ownership - of any given business entity.

### 7.7 Definition of Size

Where headcount and turnover and/or balance sheet conditions apply to different size definitions, headcount acts as the more predominant aspect, in defining size.

An organisation does not need to satisfy both turnover and balance sheet total, only one of the conditions and may exceed one of them without losing its status. This is illustrated by an organisation which has 30 employees, a turnover of £12 million and a balance sheet total of £10 million. The number of employees figure would class the organisation as a small organisation, however the turnover and balance sheet total define the organisation as medium. In this case, the headcount would be used to define the classification of the organisation. This organisation would be classed as a small organisation.

To illustrate this, the following scenarios have been mapped for the different characteristics of supplier diversity definitions (based on information from the Department for Trade & Industry (*now Department for Business Enterprise & Regulatory Reform*)):